

22-7

מדינת ישראל

משרד הממשלה

Case No. 124

Land - Taybeh Foka

Marris el Ballut

4 dunams of land

Tul-Karem

(1924 - 1935)

משרד
Dept. of Lands
& Surveys

חוק מס' 124/71

חוק מס' 124/71



British Mandate

22-7

D/Tul/71

R. 9794
G. 734

PALESTINE GOVERNMENT.

Case No. 124

670

Land - 4 dus. Maris El Ballout

Taybeh Foka

Tul Kareem

D/Tul/71

9

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/Tul/71-

8904

1st Reminder

DEPARTMENT OF LANDS,

P.O.B. 356

JERUSALEM.

28 OCT 1935

To District Officer

Tulkarm.

Will you please reply to this Office Letter No. D/Tul/71- 3276

dated 10th October, 1935

Subject :- State Domain D/Tul/71

(sgd) Cecil L. Horton

Director of Lands

No. D/Lul/71-8276

L. F. 22

DEPARTMENT OF LANDS

P. O. B. 356

JERUSALEM.

10 OCT 1935

District Officer

Lulkarm

Subject :- State Domain No. D/Lul/71

Your monthly return for September 1935

L.F. No. 18 shows a payment of £P. — 200 mils
made by Hassan Baransi
in respect of rent for the year 1935

I should be glad if you would forward, for my
signature, the agreement of lease concluded for this property.

(sgd) Cecil L. Horton
DIRECTOR OF LANDS REGISTRATION

26/10

T.

Reminders pl.

28/10

478
No. 11/142

7
DISTRICT OFFICES
TULKARM
1.3.35.

2851
Director of Lands,
Jerusalem.

Subject:-State Domain No.D/Tul/7/
Reference :-Your D/Tul/7, of 23.2.35.

Acknowledged.

BM.
[Signature]

6
[Signature]
DISTRICT OFFICER

177

No. 1142

RECEIVED
JAN 11 1942

RECEIVED
JAN 11 1942

RECEIVED
JAN 11 1942

RECEIVED

RECEIVED

6

GOVERNMENT OF PALESTINE.

No. D/TUL/71 - 1743

DEPARTMENT OF LANDS,
P.O.B 356,
JERUSALEM.

District Officer

Tulkarm

Subject:- State Domain No. D/Tul/71

Reference:- Your letter No. 11/142
of the 28th January, 1935

I am returning herewith 3 copies of the Agreement of Lease in respect of the above mentioned property.

2. The signed copy should be handed to the tenant for retention by him.
3. Kindly acknowledge receipt.

DIRECTOR OF LANDS.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 20th day of October one thousand nine hundred and thirty Four between District Officer Tulkarm on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Yusef Sliman Saleh of Taiyiba Foqa his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Maris El Ballut in the D/Tul/71 of Taiyiba Foqa in the Sub-District of Tulkarm and Norther District extending to an area of Four dunoms more or less and more fully described in ~~the schedule~~ ~~xxxxxx~~ and in the Tabu Register of Tulkarm Vol. 16 Folio - dated Mahlul for the period of one year from the 1st day of September 19 34 to the 31st day of August 19 35 (determinable nevertheless as hereinafter mentioned) at a rent of Two hundred Mils only payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.
2. ~~To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the ^{com}tithe of ~~10%~~ a yearly rent of Two hundred Mils (L.P. -.200 mils) payable in one instalments on or before the 1st day of each of the months of October, 1934 in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE D/Tul/71

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

- (a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct a water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

M. K. S.

in the presence of

B. W. S.
Deputy

Signed by the Tenant

مصطفى
مصطفى

in the presence of

مصطفى

BM.
12/11/42

DISTRICT OFFICE.

The agreement of lease is returned herewith
together with an English version as requested.

Subject: Lease of State Domain D/71/71
Reference: Your D/71/71 of 26.10.34.

Director of Lands,
Jerusalem.

DISTRICT OFFICE
TEL AVIV
26.1.35.

No. 11/142

193

1323

51

4
3/11/71-9326

DEPARTMENT OF LANDS
P.O. 5396
JERUSALEM

26th October, 1971.

District Officer,
Tulkarm.

26 OCT 1971

3
~~Subject:-~~ Lease of State
Land - 3/11/71

~~Reference:-~~ Your letter No. 11/142
dated the 23rd of
October, 1971.

The agreement of lease forwarded
with your above quoted letter is returned
herewith.

2. An English version of the lease
should always be prepared.

9/11

DEPARTMENT OF LANDS.

No. 11/142

2530

3

District Offices
Tulkarm
22.10.34.

Director of Lands,
Jerusalem.

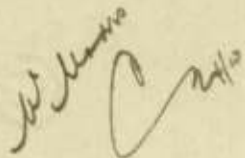
12178

Subject:- Lease Agreement D/Tul/ 71

Attached lease agreement in triplicate in
respect of above quoted State Domain property is
forwarded for favour of your kind signature and return.

BM.


DISTRICT OFFICER.



AGENTS

CROWN

IT'S STANDARD

TEEN

87109

W/CROWN

STANDARD

2

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/Tul/71- 8720

1st Reminder

DEPARTMENT OF LANDS,

P.O.B. 356

JERUSALEM.

To District Officer,

Tulkarm.

Will you please reply to this Office Letter No. D/Tul/71- 8143

dated 20th September, 1934.

Subject :- State Domain D/Tul/71.

14173-10000—Sl. P.

12/11
Director of Lands

24/10

No. 2/241/71 -8143

L F. 21

DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM.

District Officer

Tulpan

Subject :- State Domain — 2/241/71

The Agreement of Lease in respect of the above mentioned property terminate *d* on the 31-3-34

2. I should be glad if you would arrange for the re-leasing of this property as early as possible.

4/10
C.R.
Rem. in pl.
File 310
DIRECTOR OF LANDS

DEPARTMENT OF LANDS
P.O.B. 356.
JERUSALEM.

1 DEC 1933

D/Tul/71 -9621

Subject:- State Domain No. D/Tul/71
Reference:- Your letter No. 11/142

I am returning herewith two copies of the Agreement of Lease in respect of the above mentioned property.

2. The signed copy should be handed to the tenant for retention by him.

3. Kindly acknowledge receipt.

F. B. (Arts)
DIRECTOR OF LANDS.
N. B.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 10th day of October one thousand nine hundred and ~~thirty~~ three between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Haj Mohd. Sliman Baransi of Taiyiba Foka his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Ballut Land in the lands of Taiyiba Foka in the Sub-District of TulKarm and Northern District extending to an area of _____ dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of TulKarm Vol. 16 Folio _____ dated Mahlul for the period of One year from the 1st day of September 1933 to the 31st day of ~~October~~ August 1934 (determinable nevertheless as hereinafter mentioned) at a rent of LP.-200 Mils Two hundred Mils payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.
2. ~~To pay in addition to the Tithe of 12 1/2 % a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of 12 1/2 % a yearly rent of LP.-.200 Mils

(LE. _____ m/ms.) payable in advance

~~instalments on or before the _____ day of each of the months of _____ in every year, the first of such payments being made on the execution hereof.~~

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only accepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of 200 Mils per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 2/21/71

29.11.33

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

Signed by the Tenant
in the presence of



2687

In reply please quote

No. 11/ 142

P.O.B. 1

Tel. No. 11

DISTRICT OFFICES

TULKARM.

~~21.10.33.~~

25 NOV 1933



Director of Lands,
Jerusalem.

Subject:-Lease Agreement D/Tul/ 71

Attached lease agreement in triplicate
in respect of above quoted State Domains property
is forwarded for favour of your kind signature
and return.

EK/BM.


DISTRICT OFFICER.



G. 21/2/16 -

District Officer,
Tulkarm.

Subject:- Lease of State Domain.

Reference:- Your letter No. 11/17/2294
of the 11th of October, 1933.

I should be glad to receive the
agreements of lease duly signed by the
tenants.

DIRECTOR OF LANDS.

Copy to:- D/Tib/ 26, 27, 70, 71, 75, 76 & 77.

11/17/2294

DISTRICT OFFICER

TULKARM

11.10.33.

Director of Lands,
Jerusalem.

Sub ect:-Lease of State Domains
Tulkarm Sub District.

All leases agreements are under
consideration and completion and they will
be forwarded to you in due course.

EGD 7
DISTRICT OFFICER

Original letter is kept in file G.21/2/21

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/Tul/71 - 7586

1st Reminder

DEPARTMENT OF LANDS,

P.O.B. 356

JERUSALEM.

15 SEP 1933

To District Officer,

Tulkarm

Will you please reply to this Office Letter No.

D/Tul/71-7365

dated 10th August, 1933

Subject :-

State Domain - D/Tul/71

Director of Lands

29/9

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/Tul/ 71 - 7871

2nd Reminder

DEPARTMENT OF LANDS,
P.O.B. 356
JERUSALEM.

To District Officer,

Tulkarm

Will you please reply to this Office Letter No. D/Tul/ 71 -7365
dated 10th August, 1933

Subject:- State Domain - D/Tul/ 71

*3rd reminder pl.
30/11*

Director of Lands

No. D/Lul/71 - 7365-

DEPARTMENT OF LANDS

P. O. B. 356

JERUSALEM.

10 - 8 - 33

District Officer

LulkarmSubject :- State Domain — D/Lul/71

The Agreement of Lease in respect of the above mentioned property terminate 5 on the 31.8.33

2. I should be glad if you would arrange for the re-leasing of this property as early as possible.

(3442 Cecil L. Horne)

DIRECTOR OF LANDS

D/Tul/71-351

DEPARTMENT OF LANDS
P.O.B.356.
JERUSALEM.

District Officer
Tulkarm

16 JAN 1973

Subject:- State Domain No. D/Tul/71
Reference:- Your letter No. 11/142
of 8.12.32

I am returning herewith two copies of the Agreement of Lease in respect of the above mentioned property.

2. The signed copy should be handed to the tenant for retention by him.

3. Kindly acknowledge receipt.

[Signature]
DIRECTOR OF LANDS.

STATE DOMAIN REFERENCE No. D/Tul/ 71

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 8th day of December, one thousand nine hundred and thirty two between His Excellency, the High Commissioner, on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Mahmud Suleiman Baransi of Taiyiba Foka Village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Maris Ballout in the lands of Taiyiba Foka village in the Sub-District of Tulkarm and Northern District extending to an area of four Dunums ~~known~~ more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Tulkarm Vol. 16 Folio ----- dated Mahhul for the period of one year from the 1st day of September, 19 32 to the 31st day of August, 1933 (determinable nevertheless as hereinafter mentioned) at a rent of two hundred mila payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

2. ~~To pay in addition to the Tithe of 10% a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe ~~of 10%~~ ^{Com.} a yearly rent of two hundred mila

(L.P. 200 mila) ~~payable in~~ paid on 8.12.32. instalments on or before the day of each of the months of ----- in every year the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of two hundred mila per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED, PAID 8/21/71
J. Hadro
7.1.33

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

(a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

M. H. H. H.

DIRECTOR OF LANDS

in the presence of

W. H. H. H.
Deputy

Signed by the Tenant



in the presence of

S. H. H. H.

D/Tul/70 -8155

District Officer,
Tulkarm

Subject:- Lease of State Domain -
D/Tul/70 and 71.

The Agreements of Lease forwarded with your above quoted letters are returned herewith for insertion of the date of payment and the number of instalments, if any.

DIRECTOR OF LANDS

Copy to:- D/Tul/71

E.

By perusing the files D/Tul/71 and R.9794
I have found the following:-

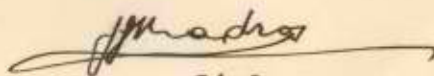
A- Mohd. Abu El Saber of Taybeh El Foka
died leaving no heirs.

B- His properties were registered in the name
of the Government as mahlul vide a decision of
Majlis Idara No.120 dated 5th July 1321 and this
it was confirmed by registering the property in
the name of the Government of Palestine 1930.

B- The locality named " Ain El Razkiah
is not a part of D/Tul/71.

D- If the 3/24 shares in the locality of Ard Raml
El Zarafi become the property of the Government
a new State Domain number will be allotted
to it.

E- In my opinion all the papers relating
to this question be transferred to a General
file and copies of letter of the "R" file will
be also in the general file.


24.9.

By perusing the files D/Tul/71 and R.9794
I have found the following:-

A- Mohd. Abu El Saber of Taybeh El Foka
died leaving no heirs.

B- His properties were registered in the name
of the Government as mahlul vide a decision of
Majlis Idara No.120 dated 5th July 1321 and this
it was confirmed by registering the property in
the name of the Government of Palestine 1930.

B- The locality named " Ain El Razkiah
is not a part of D/Tul/21.

D- If the 5/24 shares in the locality of Ard Ram
El Zarafi become the property of the Government
a new State Domain number will be allotted
to it.

E- In my opinion all the papers relating
to this question be transferred to a General
file and copies of letter of the "R" file will
be also in the general file.

DEPARTMENT OF LANDS
P.O.B. 356
JERUSALEM.

21 OCT. 1931

State Domain Reference
No. **D/Tal/71** 6311

District Officer

Tulkeram

Subject:- State Domain

Reference:- Your letter No.
dated

26/53
7th Oct. 1931.

I am returning herewith two copies
of the Agreement of Lease in respect of the
above mentioned property, duly signed.

3. The **signed** copy should be handed
to the tenant for retention by him.

[Signature]
DIRECTOR OF LANDS.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this *fifth* day of *October* one thousand nine hundred and thirty *one* between *His Excellency The High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Muhammad Sulaiman Baransi of Tayba Fuqa* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Māris el-Ballut* in the *lands* of *Tayba Fuqa* in the Sub-District of *Tul Kan* and *the Northern* District extending to an area of *four* dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of *Tul Kan* Vol. *16* Folio *_____* dated *Mahul Register* for the period of *one year* from the *first* day of *September* 19 *31* to the *31st* day of *August* 19 *32* (determinable nevertheless as hereinafter mentioned) at a rent of *two hundred mils* payable as hereinafter mentioned.

The Tenant hereby agrees

1. To pay the rent in the manner hereinafter set out.
2. To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.

Or 2. To pay in addition to the ^{*Commuted*} tithe of 10% a yearly rent of *two hundred mils* (L.P. *200* mils) payable in *advance* instalments on or before the *_____* day of each of the months of *_____* in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *two hundred* per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED, PAID *19/Val/71*

J. Madro
19. X. 31

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

- (a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

McDonkhan
A/DIRECTOR OF LANDS
J. Madras
Land Dept

in the presence of

Signed by the Tenant



in the presence of

Khas
District Officer,
Tal Khan

Ref No. 26/53 - 5442

DISTRICT OFFICES
TUL KAREM.

7th October, 1931

Director of Lands
Jerusalem

8418

Subject : Lease of State Domain -D/Tul/71

----- The above property was put up for lease
in public auction. It was leased to the bidder who made the
highest offer, a lease agreement is forwarded herewith for
signature please.

AF/H


DISTRICT OFFICER

W. M. M. M.

THE UNIVERSITY OF
CHICAGO

LIBRARY

LIBRARY
UNIVERSITY OF CHICAGO

LIBRARY - UNIVERSITY OF CHICAGO

LIBRARY - UNIVERSITY OF CHICAGO



Ref No. 299/53

DISTRICT OFFICES
TUL KAREM.

20th October 1930

Director of Lands,
Jerusalem

SUBJECT :- Lease of State Domain D/Tul/71
REFERENCE:- Your D/Tul/71 - 7276 of 17.10.30

- - - -
Original lease is returned herewith as requested
please.


DISTRICT OFFICER
TULKAREM

AF/LEM

*W. H. H. H.
24/10*

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this *Sixth* day of *September* one thousand nine hundred and thirty *—* between *His Excellency the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Mohd. Soliman Baransi* of *Taybeh Foka village* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Maris El Ballaut* in the *lands* of *Taybeh Foka* in the Sub-District of *Tul-Kasim* and *then or thereon* District extending to an area of *four* dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of *Tul-Kasim* Vol. *16* Folio *Mahlaul Register* dated *—* for the period of *one year* from the *first* day of *September* 19 *30* to the *31st* day of *August* 19 *31* (determinable nevertheless as hereinafter mentioned) at a rent of *two hundred mils* payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.
- ~~2. To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~
Commuted
X 2. To pay in addition to the tithe of 10%, a yearly rent of *two hundred mils* (L.P. — *200* mils) payable in *advance* instalments on or before the *—* day of each of the months of *—* in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *two hundred mils* per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE *D/Jul/71*

N. Nash

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

(a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

in the presence of

Signed by the Tenant

in the presence of



M. H. H.
DIRECTOR OF LANDS
B. H. H.
DIRECTOR OF LANDS
Dept. of Lands

Tha
D. A. Clerk
Paul H. H.

D/Tul/71-7276.

17th Oct.1930.

District Officer,
Tulkeram.

Subject:- Lease of State
Domain-D/Tul/71.

Reference:- My letter No.
D/Tul/71 of the
23rd of Sept.1930.

I enclose herewith two copies
of the agreement of lease for your
retention, and should be glad if
you would return the original lease
which was sent to you in error.

(Sg4) Cecil L. Horton

DIRECTOR OF LANDS.

3/11

T.L.R. 32/30 - 1145

LAND REGISTRY OFFICE
TUL KAREM

23rd. Septmeber, 1930

Director of Lands,
Jerusalem.

25 SEP 1930
1899

Subject: State Domain- D/Tul/71
Reference: Your letter No. D/Tul/71-
6456 of 17.9.1930

The above mentioned property
was registered in the name of His
Excellency the High Commissioner,
and the Certificate of Registration was
forwarded to you under my letter No.
32/30-1119 of 15th. Instant.

ASK/-


REGISTRAR OF LANDS.

to Mr. ...

...

25/9. 1899

DEPARTMENT OF LANDS.
P. O. B. 386,
MUMBAI.
23rd Sept. 1930

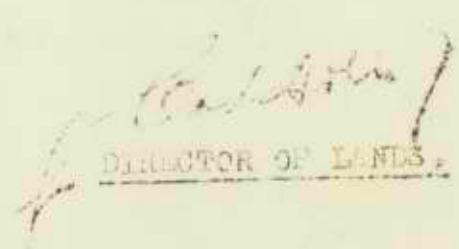
State Land Reference
No. D/Tul/71 - 6586...

Discretion Officer,
Tulkeram

Subject :- State Dargah D/ Tul/71
Reference :- Your letter No. 299/53
dated 15.9.30

I am returning herewith two copies
of the Agreement of Lease in respect of the
above mentioned property, duly signed.

2. The signed copy should
be handed to the Tenant for retention by him.


DIRECTOR OF LANDS.

3419
Ref No.11/ 142

DISTRICT OFFICES
TUL KARM.

8.12.32.

Director of Lands,
Jerusalem.



Subject:-Lease of S.D.property No.D/Tul/ ⁷¹~~142~~

I beg to forward herewith the lease agreement in respect of above quoted property for signature and return.

HK/BM.


DISTRICT OFFICER.

W /

DISTRICT OFFICES
TUL KAREM.

15th September 1930

Director of Lands,
Jerusalem

17 SEP 1930

7641

SUBJECT :- Leasing of State Domains D/Tul/71

- - -

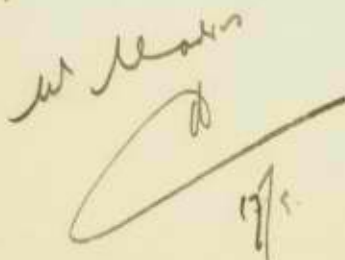
I beg to forward herewith a lease contract in respect of the above for your consideration.

2. The reason for the decrease was due to the fact that there was but one bidder who offered the price mentioned in the lease agreement.

3. In view of the low prices of cereals and for the purpose of preventing the land from lying fallow I am of opinion that the price offered be accepted.


DISTRICT OFFICER
TULKAREM

KHA/MEM


17/9

TLE/32/30 — 1119



Registrar of Lands,

Tul-Karem,

15th.Sep. 1930.

Director of Lands,

Jerusalem.

Subject :- State Domain
D/TM /71.

Reference :- Your letter No.
D/TM /71 of 12/11/30

The above mentioned property has been registered
in the name of His Excellency the High Commissioner,
and the Certificate of Registration is forwarded herewith
as requested, please.

11/11/30

Handwritten signatures and initials:
A large, stylized signature on the left, possibly "N. J. J.", with "11/11/30" written below it. To the right of this signature are several smaller initials and marks, including "id", "for", and "4/6".

Handwritten signature:
A large, flowing handwritten signature, possibly "G. J. J.", written over the printed name "REGISTRAR OF LANDS".

REGISTRAR OF LANDS.



Certificate of Registration

Land Registry Office of Tul-Karem.

Petition No. 32/1930.

Volume No. 1.

Deed No. 32/1930.

Folio No. 50.

Kaza	Tul-Karem.	Town or Village	Taybeh Foka.	Situation or Quarter	Arad Maris El-Ballouta.
Class of Land	Miri.				Remarks
Description of Property	Plain land.				
Boundaries	North	Sheikh Hasan El-Mansour,			
	South	Sheikh Hasan El-Mansour,			
	East	Sheikh Hasan El-Mansour			
	West	and El-Haj Abed Balout.			
Area	3 Donums and 677.2 Metres.				
Share	In whole.				
Mukataa or Bedal Ushr	-----				
Name of Former Owner	Mohamed Abul-Saber.				
Nature of Transaction	The registered owner having died without issue, the Mahrul-ship of the land was declared by Mailis Idara (Administrative Council) as per its decision No. 120 dated 5th July, 321 vide auth. D/Tul/71 - 14917 of 12.11.1929.				
Consideration or Price	-----				

The immovable property above described is registered in the name of:—
His Excellency the High Commissioner for the time ~~Resident of~~ being in trust for Government
And this Certificate is delivered to him as a certificate of this Registration. of Palestine.

This Certificate of Registration is issued subject to the provisions of (A) Article 3 of the Law of Disposition of Immovable Property of 5th Jamad-el-Awal 1331 (30th March 1329) and (B) Article 9 of the Transfer of Land Ordinance 1920.

Those provisions are:

(A) "Formal title deeds are valid and executory. The Civil and Sheria Courts shall give judgment on these deeds and their registration without further proof. A formal title deed shall not be annulled except by a judgment of a Court based on lawful reasons".

(B) "No guarantee of title or of the validity of the transaction is implied by the consent of the Administration and the registration of the Deed".

Date 16.1.1930.

Signature of Registrar of Lands

Seal of Land
Registry Office



תעודת רשום

משרד ספרי האדמות ב

מספר הספר

מספר הדף

מספר הנכש

מספר השטר

המחוז	כפר או עיר	הרובע או השכונה	הערות
מין הנכסים דלא ניידי	הנכס		
האיכות			
צפון			
דרום			
מזרח			
מערב			
השטח	החלק		
מיקומה או כדל עישי			
שם הבעל הקודם	מין התנועה		
מספר התנועה			
המחיר			

הנכסים דלא ניידי המתוארים לעיל רשומים בשם

מ. תעודה זו נתנה לי לראיה על הרשום הזה.

תעודת רשום זו נתנה כהתאם להוראות:

(א) סעיף 3 של חק העברת נכסי דלא ניידי מן ה-5 לניסן איאל 1331, (30 מרץ 1920).

(ב) סעיף 9 של פקודת העברת קרקעות 1920.

ההוראות דנויות הן:

- (א) תעודות רשום רשומים יש להם תקף והנם מוצאים לפעל. כתי השטח האזרחיים והשרעיים יתנו פסקי דין על סך תעודות אל ורשומן מבלי חוכחה נוספת. תעודת רשום רשמית לא תבוטל אלא על ידי פסק דין מבוסס על טעמים תקינים.
- (ב) הסכמת הפקידות ורשום השטר אינם כוללים כל ערובה על זכות הקנין או על תקף החעברה.

חתימת רושם הקרקעות

תאריך



ח'תם משרד
ספרי האדמות

D/Tul/71-6456

17th Sept. 1930.

Registrar of Lands,
Tulkeram.

Subject:- State Domain -
D/Tul/71.

Reference:- My letter No.D/Tib/71
of the 12th of Nov.1929.

Would you please state what action
has been taken with regard to my above mentioned
letter.

(Sgd.) Cecil L. Horton

DIRECTOR OF LANDS.

B.F.
2/10

GUARANTEE IS GIVEN
OF RECTNESS OF THE

2002
28

DATE

20/0/9

L.R.O.

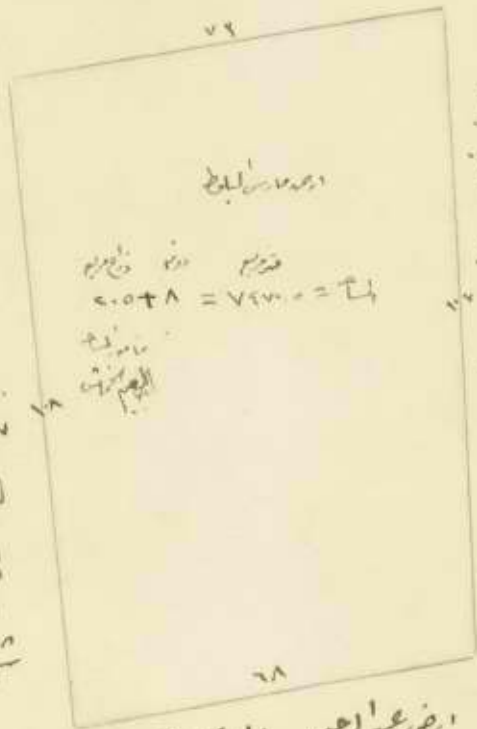
موسم

يطلب من هذا المالك ان يضمن ان هذه الارض هي ملكه
وأنه لا توجد فيها ارض اخرى ولا غيرها من اراضي الدولة

الكم

1250

ارض مسيحية عن ارض



ارض مسيحية

ارض مسيحية

شهادة الحدود المذكورة اعلاه هي الحدود الحقيقية
مجاورة مجاورة

ارض عبد الرحمن الحاج عبيد

7th November, 1929

This property was declared Mahlul by the Turkish Government and was registered not, as usual, in the name of the Treasury but in the name of the Awkaf. A certain Ahmad Ballut claimed the property as heir of the original owner and ultimately his case was struck out in the Court of Appeal.

There seems to be no reason why the property should not now be registered in the name of His Excellency the High Commissioner.


 7-11-

Reference was made to the Turkish working with Mithi Effendi and Sami Effendi.

The reference is in a sub-heading & is not an entry. The document itself is an extract from the Mahlul Register.

We can therefore proceed with the registration. The original registration will decide the category: [re matter or mission]


 7/11

[P.T.O.]

Withd 7/11/29
 W.D. [unclear]
 [unclear]
 10/11/29

y.l.s.
 [unclear]
 10/11/29

D/Tul/71. -14^e17

12th November, 1929

Registrar of Lands,
Tulkeram.

Subject:- State Domain -
D/Tul/71.

The above mentioned property is registered only in the Mahlul register, under No.16. Would you please register it in the name of His Excellency the High Commissioner and forward a certificate of registration to this office in due course. The category of the land will be that shown on the original registration in the name of Mohd. Abu Sabr.

(Sd/-) CYRIL L. HOBSON

DIRECTOR OF LANDS

Translation
JH
5.11.29

LAND REGISTRY OFFICE OF

REGISTER OF ~~DEEDS~~. *Mahlul*

Extract No.

VOLUME No.

Town or Village.

Taybeh Foka

Situation or Quarter *ard Mares el Balluto*

Petition No. _____ of Year _____

13017-15000-G

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area		Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or value		Remarks
					Don						L.P.	mils	
16		Land	Land	Sheikh Hasan El Mansour Ditto Ditto El Haj Abed Bal'ut	4		Proved to be Moh lul as 20 it was declared per decision of Majlis Idara Sated 5 Zamus 321. No 120	Mohd Abu el Sabr	Awkaf				

The above is a true copy of the Register and is given against payment of L.P. _____ as per receipt No. _____ of _____

Date..... Registrar of Lands

DEPARTMENT OF LANDS
P.O.B. 356
JERUSALEM

28th October, 1929

State Domain Reference

No.....D/Tul/71.....-14 557.....

-----District OFFicer-----

-----Tulkeram-----

Subject :- State Domain D/Tul/71

Reference :- Your letter No 299/53
of the 19th of October, 1929

_____ I am returning herewith two copies
of the Agreement of Lease in respect of the
above mentioned property, duly signed.

2. The Arabic copy should
be handed to the tenant for retention by him.

Gen L Horton

DIRECTOR OF LANDS

1875

1875

1875

1875

1875

1875

1875

9. To remove any buildings or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) That the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions.

In witness whereof the parties hereto set their hands the day and year first above-mentioned.

Signed by the Landlord
in the presence of

[Signature]
DIRECTOR OF LANDS
[Signature]

Signed by the Tenant
in the presence of

[Signature]
[Signature]
D.A.



STATE DOMAIN REFERENCE No. 9/Tul/21

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this first day of October one thousand nine hundred and twenty nine between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Mohd. Sakimau Baransi of Taybeh Foka his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Mans El-Ballout in the lands of Taybeh Foka in the Sub-District of Tul-Kareem and Northern District extending to an area of four dunoms more or less and more fully described in the Schedule and plan attached hereto and in the Tabu Register of Tul-Kareem Vol. 16 Folio - dated - for the period of one year from the first day of October 1929 to the 30th day of September 1930 (determinable nevertheless as hereinafter mentioned) at a rent of five hundred mils payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in manner hereinafter set out.

~~2. To pay in addition to the Tithe of 40%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the ^{corn mites} tithe of 40% a yearly rent of five hundred mils (L.E. 500 mils) payable in one instalment on or before the first day of each of the months of October 1929 in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and the inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of two hundred mils per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements, nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 9/Tul/21

J. H. M. A. G. C. P.
28.10.29

No.299/53

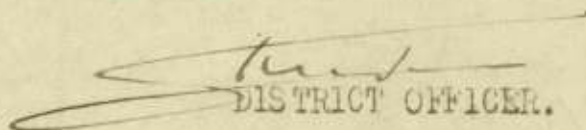
District Offices
Tul Karem.
19th October, 1929.

Director of Lands,
Jerusalem.

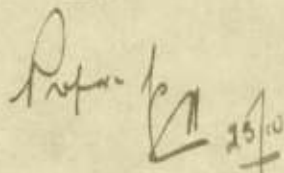


SUBJECT : Leasing of S/Domain
D/Tul/71 Maris El Ballout

I transmit herewith lease agreement
in respect of above induplicate for signature.


DISTRICT OFFICER.

ER.


15/10

District Office

to: [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

DEPARTMENT OF LANDS, JERUSALEM

1. Sub-District Tulkarem 3. State Domains Ref. No D/Tu 171
2. Town or Village " 4. Map Reference No. _____
5. Name of Property _____ Parcel No. _____ Block No. _____
6. Situation Taybeh Foka, Maris el Ballouta
7. Description Rocky land
8. Category of Land Mahlul
9. Finance No. _____
10. Land Registry Deed _____ Vol _____ Fol 16 Date 5.7.321.
11. Turkish Registration No. _____ Date _____
12. Date of Survey _____
13. Area { _____ Metric Donums _____ sq. metres.
4 Donums _____ sq. metres.
 sq. pics.
14. Boundaries :—
 North :— Sheikh Hassan Mansour
 South :— " " "
 East :— " " "
 West :— Eid Ballout
15. Remarks :— Declared Mahlul in accordance to the decision by Local
Mejlis Idara dated 5th Tamouz 321 No. 120.

Copy

DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM

23rd October 1928

State Domain Reference

No. *D.P. Tub. / 71. ... 8453*

District Officer
Tulkarem

Subject : State Domain - *D/Tub/71*

Reference: Your letter No *7/299/53*
Dated *9th Oct. 1928*

I am returning herewith two copies
of the Agreement of Lease in respect of the
above mentioned property, duly signed.

2. The *Arabic* copy should
be handed to the tenant for retention by him.

David H. H. H.
DIRECTOR OF LANDS

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this *Sixth* day of *October* one thousand nine hundred and twenty *Eight* between *His Excellency the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Mhd. Soliman Barani of Faigleh Foka village* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Mara el Ballout* in the *land* of *Faigleh Foka* in the Sub-District of *Ful Karm* and District of *Northern District* extending to an area of

one dunoms more or less and more fully described in the ~~schedule~~ and plan attached hereto and in the Tabu Register of *Ful Karm* Vol. 16.

Page. — date — for the period of *one year*
from the *1st* day of *October* 192*8* to the *30th* day of *September* 192*9* (determinable nevertheless as hereinafter mentioned) at a rent of *Five hundred* *Mils* payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out
2. ~~To pay in addition to the Tithe of $12\frac{1}{2}\%$, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of $12\frac{1}{2}\%$, a yearly rent of *Five hundred Mils* (*£ P. 0. 500 Mils.*) by *one* payment in advance on or before the *6th day of October* 192*8* day of each of the months of ~~in every year, the first~~ of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *200 Mils* per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED. PAGE *D/Tul/71*

Mhd. Soliman
23/10/28

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

M. K. K.
DIRECTOR OF LANDS
Ben H. K.
Deputy of the Landlord

Signed by the Tenant
in the presence of



Kahan

No.T/299/53.

Director of Lands
Jerusalem



District Offices
Tul Karem
9th October, 1928

Subject :- Leasing of State Domain -
Tulkarem D/Tul/71.

Reference:- Your No. D/Tul/71. of 19-9-28.

Herewith agreement in triplicate in respect of
above property forwarded for favour of necessary action please.

EL/HMH

L.


District Officer
Tul Karem
e

DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM

State Domain eference

19 SEP. 1928

No. *D.T. ul. 71.....*

District Officer
Tulkarem

Subject:- State Domain -
51 Tulk/71

The Agreement of Lease in respect
of the above mentioned property terminates
on the *30th Sept 1928*

2. I should be glad if you would in
due course take the necessary action to
re-let this property.

Genl. L. H. H. H.
for the DIRECTOR OF LANDS

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

PALESTINE GOVERNMENT
1927-28
D/Tul/71. - 3235

20th March, 1928.

District Officer,
Tulkarem.

Subject :- State Domains - Tulkarem
D/Tul/71.

Reference :- Your N.T/299/53 of 8.3.28.

I am returning herewith two copies of Agreement of Lease in the name of Mohamad Suleiman Barancey in respect of the above mentioned property duly signed by the Director of Lands.

2. Kindly hand the arabic copy to the tenant for his retention.

IKB/-

(574) M.C. Barancey
DIRECTOR OF LANDS

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this 1st day of March one thousand nine hundred and twenty Eight between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Mohd. Soliman Baranci of Taigleh village Tm S/O his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Mares el Ballout in the village of Taigleh Tm S/O in the Sub-District of Tul Karm and District of Northern District extending to an area of

Four dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Tul Karm Vol. 16 Mahloul

Page. — date — for the period of one year from the 15th day of October 1927 to the 30th day of September 1928 (determinable nevertheless as hereinafter mentioned) at a rent of Five hundred mil's only payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out
2. To pay in addition to the Tithe of $12\frac{1}{2}\%$, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.

Or 2. To pay in addition to the tithe of $10\frac{1}{2}\%$, a yearly rent of Five hundred mil's only (S.P.O. 500 mil's) by one payment payments in advance on or before the 10th day of March 1928 day of each of the months of in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of 200 mil's per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED PAGE 51 Tul/71

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

Signed by the Tenant
in the presence of

NO.T/299/53.

Director of Lands
Jerusalem.



District Offices
Tul Karem.
8th, March, 1928.

Am Bedas
meB

Subject :- Lease of State Domain D/Tul/71.
Tul Karem.
Reference:- Attached.

I beg to forward herewith agreement lease
in triplicate in respect of the abovementioned property for
favour of necessary action please.

EL/HMH.

*Agreement
checked &
prepared for
signature*
17/3/28

[Signature]
District Officer
Tul Karem.

D/Tul/ 71 -5758

// November, 1927

District Officer,
Tulkarem.

Subject:- State Domain-
Tulkarem-
D/Tul/71

The Agreement of Lease
in respect of the above mentioned
property terminated on the 14th
of October, 1927.

2. I shall be obliged if
you will arrange to have this
property re-let.

DIRECTOR OF LANDS

IKB/RP.

D/Tul/71

7th December, 1926.

District Officer,
Tulkarem.

Subject : State Domains Tulkarem -

D/Tul/71

Reference: Your D/Tul/71 of 3.12.26.

--
I am enclosing herewith
two copies of Agreement of Lease
in the name of Mohamad Soliman
for the above property duly signed
by the Director of Lands.

2. Kindly hand the stamped
copy to the tenant for his retention.

(Sgd.) J. W. Stubbs

DIRECTOR OF LANDS.

IKB/RP.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this ~~fifteenth~~ day of October, one thousand nine hundred and twenty six between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and ~~Mohamad Soliman~~ of Taiybeh El Foka village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as ~~Mares El Ballout~~ in the village of Taiybeh Foka in the Sub-District of Tul Karm and District of Northern District extending to an area of Four ----- dunoms more or less and more fully described in the schedule ~~and plan attached hereto and in the Tabu Register of Tul Karm~~ Vol. 16 Mahloul Page. date for the period of One year from the ~~fifteenth~~ day of October, 1926 to the ~~forteenth~~ day of October 1927 (determinable nevertheless as hereinafter mentioned) at a rent of Five hundred --- milliemmes only ----- payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

~~2. To pay in addition to the Tithe of 12 1/2 % a yearly rent on one-tenth of the produce of the said land of the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of ~~12 1/2~~ 10 %, a yearly rent of Five hundred milliemmes only

(SE. -. 500 m/ms.) by one instalment payments in advance

on or before the 1st day of November, 1926 day of each of the months

the first of In every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of twenty Piasters per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTRUSTED. PAGE 1 of 1

Handwritten signature: H. Bedas
7/12/26

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

Signed by the Tenant
in the presence of

H. J. Z.
DIRECTOR OF LANDS

H. J. Z.	H. J. Z.	O.P.D.A.
1 P.T.	1 P.T.	1 P.T.
E.E.F.	E.E.F.	E.E.F.

W. J. S.

No:-D/Tul/71.

Director of Lands,
P.O.B.356,
Jerusalem.

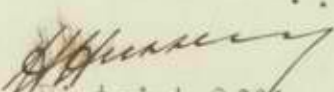


District Offices,
Tul Karm.
Sub - District.
3rd. December, 1926.

Subject:- Leasing of State Domains -
Tul Karm D/Tul/71.

...
Herewith agreement in triplicate, passed
for favour of signature by His Excellency the High Commissioner.

EL/.


District Officer,
Tul Karm.

L

6th Sept. 1926 :- Resumed between: Corrie, Mustafa
& Francis Off.
Doughton for Respdt.
No appearance for appellant: proof of Service

Mr. Doughton: - This was adjourned for a Sheria Hame
which has now been produced.
We do not ask for final judgment.
We would rather have the case
argued: we only ask that the
Case may be struck out.
I ask for advocate's fees.

(Note: Succession Certificate shows that appellant's
father died this year: 1344)

Judgment
Struck out with advocate's fees
£. 2.
(Crown Actions Ordinance 1926
Section 8)

Sgd. O.C.K. Corrie

Stk
6/9/26

W. Benda
for Govt

MO
Recorded in Book
of Cases
J. B. D. 7/9/26

6/9/26

Land Appeal - 22.

Reg. owner Mohd Abu Sabin -
Decl. Mahlul 1321.

Plf. claims ~~for~~ purchase in 1313

[Barani Sale].

all the witnesses of the Kufeh 1313 deed
alleged the handwriting of Yusuf el Tibek

[in case 18/25 ² the same handwriting alleged
~~that~~ Mahmud el Haj Ahmed

No occupation proved (!).

I would add - to 78, 8 Regd

also 23 L. Law.

If by way of lease - never title!

MO.

5/9/26

Land Appeal 22

Ref. case No. 1000 1321

Ref. case No. 1000 1321

Ref. case No. 1000 1321

Ref. case No. 1000 1321

Ref. case No. 1000 1321

Ref. case No. 1000 1321

Ref. case No. 1000 1321

Ref. case No. 1000 1321

Ref. case No. 1000 1321

To Dr Doukhan, Attorney for the
Land Department.

Your case against Fatima Ramadan Jamil
the wife of Ahmed Boul'out, as representing
the Estate, of Tayla Village of Tulkeran Sub-
District will be heard on Monday
6th Sept. 1926.

Date - 15/8/26.

Entered in Diaries
RHB
16/8/26

D/Tib 171

Case No. 22/26.

So far as no Slave Sharia has
yet been lodged in The Court, Mr.
Doubkhan does not think it of any
use to appear to-day.

30/6/26.

Jkh Bedes
Lands Dept.

8/1/17



SUMMONS TO PARTIES. (CIVIL ACTION)

اعلان الاختصاص
(دعوى حقوقية) (משפט אזרחי)
הזמנה לצדדים.

Fahima Ramadan

Appeal
Court of

בית דין
בית המשפט

To

אל מר דאן בן מילך הנקרא - יוסף

No. of action

22

קריאה

נמרה הדעו
מספר המשפט

Names of Parties

פרימה כובן קלוט מיל - סיפה - טאז כרא

אנא
שמות הצדדים

Take notice that the above action will be heard on

30.6.26.

30/6/26 ירידי 30/6/26 קלוט 9 עבדי

נלפא אנ הדעו המינה בעליה מנظر في يوم
نوديكي في الميشفط دكوكر لعل يبورر بوم
ويقتضي حضورك في اليوم المذكور
ودروس شتداه نوكح بوم הזה

And that you are required to appear on that day.

Date 13.6.26.

التاريخ
داتاري

On

Interfered
18/6/26

انه في يوم
بيوم

at

انتقلت انا
بأني

repaired to the residence of

الى محل الإقامة
لمنكم منوروش

and handed a copy of this Summons to

وأعلنة صورة هذا الاعلان الى
امسور دكوكر مدورعه 20

Process Server

المباشر
شيش بيد

Witness

الشهود
دعري

Person Summoned

المعلن اليه
مكبل الدورعه

Land Appeal 22/26

Since no Islam Sharias has yet been served on Mr. Doukhan & since Mr. Doukhan is attending the Land Court at Jaffa, he could not come to Court. Therefore we ask for adjournment.

Case adjourned. Day to be fixed

Shk Bedat
9/6/26.

~~88~~

~~D~~ 22/26

~~JWB~~ 4) Judgment of Mr. Webb
7.6.26. (English file).

(6) Inquiry from C.C.
whether Karam
Sharma has been
submitted by appeal
to C. A.

No! & whether copy was
sent to L.D. for
service.

~~JWB~~
7.6.26.

10/5/26.

IN THE SUPREME COURT SITTING AS COURT OF APPEAL.

Before the A/S.B.J., (Mr. Justice Seton), Khaldi J., and Khayat J.

In the case of Fatmeh & Ramadan Jamil for herself and
on behalf of other heirs Appellant.

Vs.

Lands Department of Palestine. Respondent.

Appeal from judgment of the Land Court Nablus dated
18/1/26 dismissing the claim of plaintiff Ahmed Bal'out for land
with costs.

For Appellant:- Mohd. Eff. Canaan.

For Respondent:- Mr. Doukhan.

----->--

Respondent :- I have not been served with copy of Ilam Sharia
showing heirs of Ahmed Bal'out.

Appellant:- I have not yet been able to get one.
I ask for adjournment.

Respondent:- I do not object to adjournment.

Adjourned.

Handwritten signature in blue ink.

10/5/26.

IN THE SUPREME COURT SITTING AS COURT OF APPEAL.

Before the A/S.B.J., (Mr. Justice Seton), Khaldi J., and Khayat J.

In the case of Fatmeh & Ramadan Jamil for herself and
on behalf of other heirs Appellant.

Vs.

Lands Department of Palestine. Respondent.

Appeal from judgment of the Land Court Nablus dated
18/1/26 dismissing the claim of plaintiff Ahmed Bal'out for land
with costs.

For Appellant:- Mohd. Eff. Canaan.

For Respondent:- Mr. Doukhan.
----->-----

Respondent :- I have not been served with copy of Ilam Sharia
showing heirs of Ahmed Bal'out.

Appellant:- I have not yet been able to get one.
I ask for adjournment.

Respondent:- I do not object to adjournment.

Adjourned.

APPELLANT :- Fatmeh wife of Ahmed Bal'out, for all his heirs (Pltff).

RESPONDENT:- Land Registrar of Tulkarem for Government of Palestine (Dfat).

J U D G M E N T.

In this case plaintiff claims having purchased the land known as 'Mars El Bulloutah' (boundaries defined), from its former owner Mohd. Mahmud Abu Sabir, by virtue of a deed of Sale (Hijjah) dated Rajab 1313. Plaintiff applies for orders to defendant to stop interference with his right in this property.

The Defendant's representative states that the owner of this land, Mohd. Abu Sabir, died without heirs, that the Mejlis Idara decided that this property was 'Mahlul' (vacant); that Art.60 of the Land Code provides that on death of an owner of a land without heirs his property is to be declared Mahlul; that sales not registered in the Land Registry are invalid; that prescription which entitled ownership is that which cancels ~~that~~ the old right; that prescription cancelling ownership is prescribed in el Mejelle; that the Land Code deals with prescription entitling ownership; and that plaintiff having relied on Art.1662 of El Mèjelle his claimed ownership is therefore cancelled. Defendant applied for dismissal of plaintiff's claim.

On consideration the facts as follows have been proved:-

Plaintiff has failed to prove his purchase of this land. The deed of sale which the plaintiff produced has not been proved to be a valid document, and it is consequently of no weight. The witnesses testified that possession of this land by plaintiff during the lifetime of Mohd. Abu Sabir, was by way of lease., but plaintiff's holding of this property for a long period after its

See art
231 Code
Never title MD

owner's death does not entitle him ownership. Ownership is to be proved by causes entitling it, such as purchase. But plaintiff failed to prove the purchase of this property. His claim of possession does not entitle him ownership. Under Article 20 of the Land Code, possession is taken a proof against plaintiff in the case. Art.78 of the Land Code and Art.8 of the Tabu Sanads Regulations, both deal with ownership proved by a cause entitling it, such as purchase. Although plaintiff claims purchase of this property, but he has failed to prove it. The land in claim was sold in public auction, and the plaintiff must have come to know of its public sale, yet he raised no objection to such sale of the property.

In view of these facts the Court holds to dismiss the plaintiff's claim, with costs against him.

Judgment is subject to appeal.

(Sgd) Izzat

(Sgd) A.H.Webb.

--- --- ---

APPELLANT :- Fatmeh wife of Ahmed Bal'out, for all his heirs (Pltf).

RESPONDENT:- Land Registrar of Tulkarem for Government of Palestine
(Dfdt).

J U D G M E N T.

In this case plaintiff claims having purchased the land known as 'Mars El Bulloutah' (boundaries defined), from its former owner Mohd. Mahmud Abu Sabir, by virtue of a deed of Sale (Hijjah) dated Rajab 1313. Plaintiff applies for orders to defendant to stop interference with his right in this property.

The Defendant's representative states that the owner of this land, Mohd. Abu Sabir, died without heirs, that the Mejlis Idara decided that this property was 'Mahlul' (vacant); that Art.60 of the Land Code provides that on death of an owner of a land without heirs his property is to be declared Mahlul; that sales not registered in the Land Registry are invalid; that prescription which entitled ownership is that which cancels ~~that~~ the old right; that prescription cancelling ownership is prescribed in el Mejelle; that the Land Code deals with prescription entitling ownership; and that plaintiff having relied on Art.1662 of El Mejelle his claimed ownership is therefore cancelled. Defendant applied for dismissal of plaintiff's claim.

On consideration the facts as follows have been proved:-

Plaintiff has failed to prove his purchase of this land. The deed of sale which the plaintiff produced has not been proved to be a valid document, and it is consequently of no weight. The witnesses testified that possession of this land by plaintiff during the lifetime of Mohd. Abu Sabir, was by way of lease., but plaintiff's holding of this property for a long period after its

owner's death does not entitle him ownership. Ownership is to be proved by causes entitling it, such as purchase. But plaintiff failed to prove the purchase of this property. His claim of possession does not entitle him ownership. Under Article 20 of the Land Code, possession is taken a proof against plaintiff in the case. Art.78 of the Land Code and Art.8 of the Tabu Sanads Regulations, both deal with ownership proved by a cause entitling it, such as purchase. Although plaintiff claims purchase of this property, but he has failed to prove it. The land in claim was sold in public auction, and the plaintiff must have come to know of its public sale, yet he raised no objection to such sale of the property.

In view of these facts the Court holds to dismiss the plaintiff's claim, with costs against him.

Judgment is subject to appeal.

(Sgd) Izzat

(Sgd) A.H.Webb.

--- --- ---

J U D G M E N T.

In this case the plaintiff claims to be entitled to certain lands formerly registered in the name of Mohd. Abu Sabir, which were declared Mahlul in 1321 in consequence of the death of Mohd. Abu Sabir without heirs, and have been registered as the property of the Government. Mohd. Abu Sabir died about 20 years ago, but the plaintiff claimed to have purchased the lands some time in 1313.

In proof of this purchase the plaintiff has produced a hujjah of sale to himself and his brothers. All the witnesses to this document are said to be dead, and the document does not purport to be signed by or on behalf of the vendor. It is stated to have been written by Yousef El Tibeh, while in another similar case, No. 18/1925, a hujjah identical in terms and handwriting, has been produced of which the writer is stated to have been Mahmud el Haj Ahmed. In these circumstances it is impossible for the Court to attach any weight to the hujjah. Other evidence that the use of the land by the plaintiff and his brothers during the life time of Mohd. Abu Sabir was by way of lease.

Apparently the plaintiff and his brothers have been in occupation of the lands for a period exceeding 10 years, and the question arises whether they have acquired a prescriptive title against the Government under Art. 78 of the Land Code and Art. 8 of the Tabu Sanad Regulations amending it.

Taking Art. 78 alone, and reading it with reference to the provision contained in Art. 77 regarding occupation by a stranger for less than 10 years, should have been inclined to hold that occupation for 10 years without right conferred a title on the occupier. But Art. 8 of the Tabu Sanad Regulations of 1276 expressly limits this right to "persons who have acquired possession by inheritance, sale or grant". It is not very easy to see what is

meant by a person who has "a right by prescription having acquired possession by inheritance, sale or grant from the previous possessor", because a prescriptive title is usually relied upon by a person who ex hypothesi had no legal title originally, or, at all events, is not able to prove a legal origin for his occupation, and at one time I was of opinion that the provisions of this Article were intended to apply to the case of a person applying to be registered as owner of land previously unregistered - the system of registration having been first established by the Land Code of 1274.

On~~e~~ consideration, however, I have come to the conclusion that this view is not correct. The Law contemplates two kinds of prescription, that dealt with by Article 20 of the Land Code and Art. 1660 of the Mejjelle merely bars the plaintiff's remedy, (vide Mejjelle 1674 & Government Vs. Henry Frank C.A. 8.8.23); while Art. 78 of the Land Code clearly contemplates a prescription which creates a title in the occupier. If this view is correct it would not be unreasonable that the law should refuse to confer a title, with the accompanying right to registration, upon a person who was a mere trespasser, but she should require that his~~er~~ occupation should at least have not been tortious in its origin.

In the present case the plaintiff has failed to prove that his occupation and that of his brothers was not that of trespassers upon land left vacant owing to the death of Mohd. Abu Sabir without heirs, and I am therefore of opinion that his claim should be dismissed with costs.

(Sgd) A. Webb

Correct
CND

TLR.1/12/1.



Registrar of Lands,
Tul karm, 1-12-1925.

Director of Lands,
Jerusalem.

Subject:- Stat Domain DTul/71.
Reference:- Attached Summen to Parties.

I beg to submit herewith a s ummen served upon me
by Land Court, Samaria, in which the December, 14th, 1925, is
fixed for hearing the case brought against the Government
with regard the ownership of the above mentioned land please.

A stylized blue ink signature, possibly reading "Hassim", written over the printed name of the Registrar of Lands.

Registrar of Lands.

TLR.1/12/1.

Registrar of Lands,
Tul Karm,
18th, January, 1926.



Director of Lands,
Jerusalem.

Subject:-State Domain-Tul Karm,
D/Tul/71.
Reference:-Attached file No.D/Tul.71.

I beg to state with pleasure that I have succeeded to-day in obtaining the attached Judgment given by Land Court, Samaria, in favour of the Government in respect of the above mentioned State Domain Land, please.

Haoun
Registrar of Lands.

Handwritten notes:
Houn
Far 200
Recd 1/26
21/1/26
Recorded
21/1/26

D/Tul/71.

21st January 1926

Registrar of Lands
.....Tulkarem.....

Subject:- State Domains -
Tulkarem.

D/Tul/71.

Reference:- Your TLR/1/12/1 dated
18.1.26.

I beg to acknowledge with thanks
receipt of copy of decision in the
above case which was decided in favour
of the Government.

Sgd: M. DOUKHAN.

A/DIRECTOR OF LANDS

KLH.

D/Tul/71

February 4th, 1926

District Officer,
Tulkarem.

Subject:- State Domains- Tulkarem D/Tul/71

The case in Court in respect of the above property has now been heard and Judgement was given in favour of the Government.

2. Kindly have the necessary note made in your records.
3. The agreement in respect of the above property, terminated on 15.10.25.
4. I shall be obliged if you will arrange to have this property relet on a yearly tenancy, and forward the agreement in due course for His Excellency's signature.

(SKD)

A/DIRECTOR OF LANDS

Copy to:- District Commissioner,
Northern District,
Haifa.

AGA

۸۷۸ / احمد محمد عمر

هو
مسجد القافض

محمود و جده اوصاف و صفیه او رود
احمد بن محمد و زوجة فایده بت
رفقا با اصل

[illegible]

تو جلد رقصه رقصه در ده خفته پائین البله

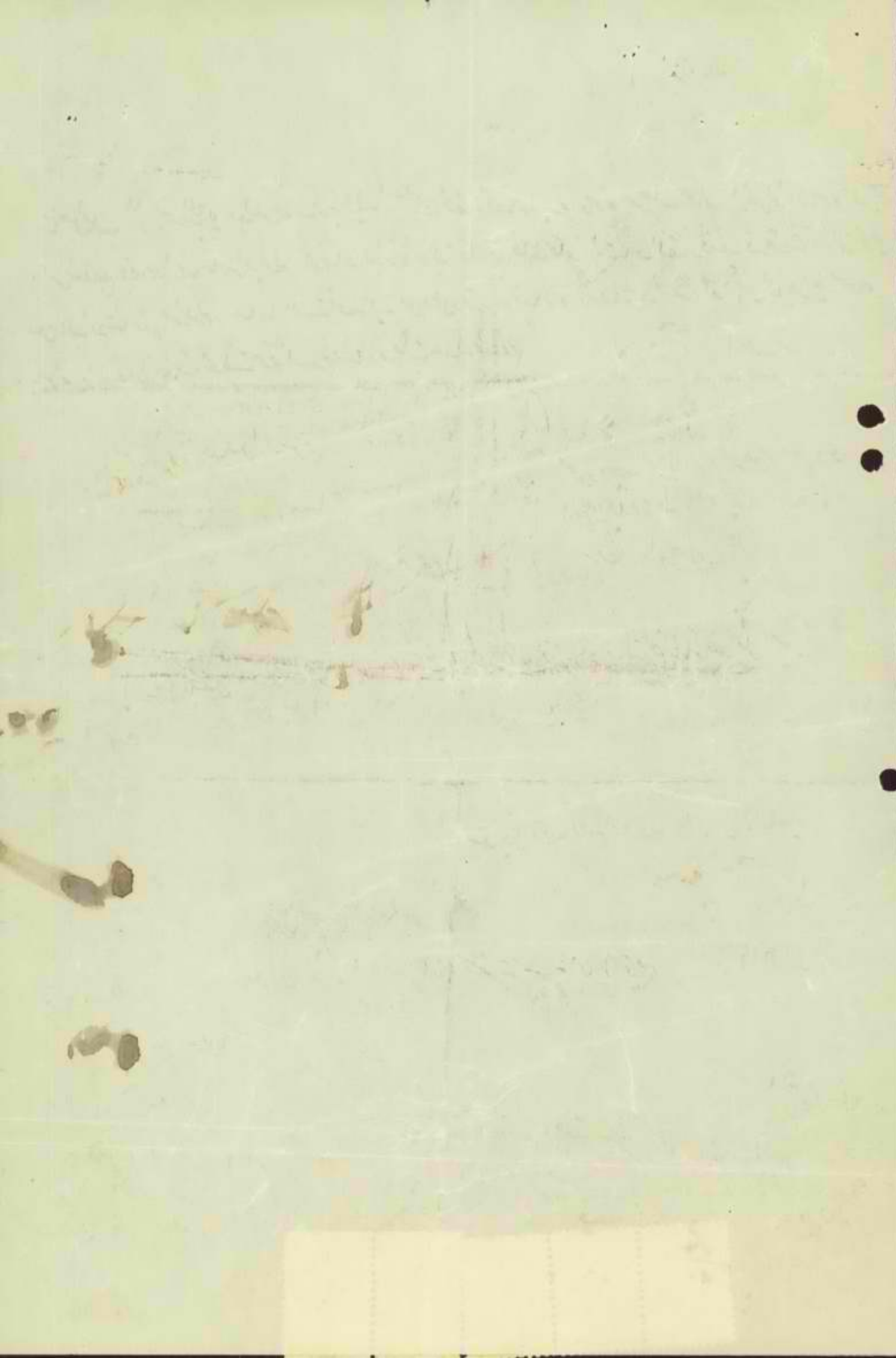
کتاب در طریقه

نظراً لكثرة الكفيل ملاك فأنا أرتب أنه مقصد - على التبع بهذه الألفاظ وأنه
مدون لدي ١٤٠٦ / ٢٧ عند الله

۹۶۶ / فنون ۷۷

فرد ١٤٦٠
 ايام الارضا الطوفان هذا
 وصفه ان هديره الطرير
 وجناحه كلبه صريره قد منه جازق قد ولتوت اقدار

O.P.D.A. P.T. E.E.F.
 O.P.D.A. P.T. E.E.F.
 O.P.D.A. P.T. E.E.F.
 O.P.D.A. P.T. E.E.F.
 O.P.D.A. P.T. E.E.F.



حيف

خاماً

ساداً

خاماً

خاماً

نتيجة التحويل

أما سند المحكمة بأنه الشهود لم يكونوا في حوزة علي وقوي أبيه ولا
تلك الوفاة محمد الشهود المدققة أعضائهم بنيل سند أبيه فانه محتمل
شهودهم لا تترتب عليه شرعاً أصحهم بأعتراف صاحب القيد أبيه

أما سند المحكمة على أنه التماس برتقيليات سنوات الطابو غير
قانونية كونه المادة المذكورة جأت خلفاً للمادة المذكورة
الراض والمادة المذكورة درست بنوع الطابو أن وقوا الشرف
مدة حتى سنوات سواء كان الشرف بسنة أو به وسنة فأبطل
المحكم بتجديد قرارها على البند الثاني كما غير قانونية طرحتها
المادة تنويع الانتقال والقرض بوجوب الوفاء يكون بسنة
٥٨ ولم تشرط المادة المذكورة ذلك

أما أبيه هو بنو الطاهر صريحاً في سند المحكمة لتقوية كونه
تأيد بنو مفتح ظهر ما دفعه الرقيات الأولية
اطلب فتح الحق المذكور لتقوية برو من رضا خلف الرضا خلف
على تصرف زوجه ودفعه الرقيات الأولية على قلعة الرضا المذكور
تدقيقاً للمادة المذكورة والمادة المذكورة في قانون الرضا
٥٨

اطلب بيمين الطائف على صورة هذه الاوصاف صوراً لوردة الاشياء فيه
وأقبلوا منكم

1. Z.	OPDA.	OPDA.
1 PT.	5. M.	5. M.
EEF.	EEF.	EEF.

فيمه

Translational
JKB
22/3/26

للعادة في هذه الشان ان يكون بالقدس الحق
بواسطة شهادة في هذه الاصل لولا ان هذا الحق

فرايه بنت - مظاه اجمل زوجة احمد بن جبه بلعوط وقرية الطيب التابعة لطلوع
بالاضافة لورثة زوجي احمد بلعوط

منا نفعه

منا نفعه

جرت الشان

هذه مجل ارض طرولكم عزت وفق اجازة بالاضافة لورثة مالك فاطمة
هو جبار عهده زوجي احمد بلعوط كما اقيم الدعوى باؤنه من فحاشة المذنب
المن على المنا نفع عليه بالاضافة لورثة مالك فاطمة لدي محكم ارض لرا
المن بخصه بتدث ملكة لقطعة ارض مايس البلوطة بد ارض قرية الطيب
التي اجترت في دائرة اطلية محله لوفات صاحب القيد محمد بن الصرب بد
ورثته وبناته في ١٨٨٠ قدام زوجي القار النوجاهي القادر
في هذه ارض لرا المن القضي رد دعواه وبعد تقديمه القار قلدر في
ففيه وتلك لعدم قاعا بالقار المذكور باؤنه بنفان هذه القانوية
بصفتي ورثته زوجي المذكور بالاضافة لهم ورثته زوجي بقبض هذا
ارثته ما الشان في جانب محكم القيد ليقوم مقام الادع منا نفع به
الحكم المذكور وانتم مقدمه سند كفاكه قاندة على فوائد الشان ملته
جانب المنا نفع عليه والحكم بفعلي القار المذكور وتبدت ملكة مورو بالقطعة
المذكور وقبضه المنسب المطاريف القاندية وابن المن

الاسباب القاندية

خودا ن خارج مدة الشان في قانتي متهمه في احوالهم عدالت
وتقديمه لحكمكم

اورث

ثانيا

لهم العادله رهنه ابيع الى طوف محمد بن الصرب صاحب قيه طابو
قه باج القطعة المذكور قبل وفاة ثلثة حترنه شرا يعلم ذالك له
تاريخه سنة ابيع الشون في ١٨٨٠ هجري واجبا الحكومة محلوقة الارض عليه
شرف

ثالثا

لقد ثبت بمرورات المتفق تفرغ زوجي مدة ثلثة حترنه على
حيات صاحب القيد به وبع معارضه ونوضا نزع بقطعة الارض المذكور
وقد تفرغ زوجي مدة اربعه سنه بعد وفات صاحب القيد

ابناء

لقد ثبت ايضا بان الحكومة التركية لم سبعة الى وضعه على قطعة الارض
المذكور ولم يسبه الحكومة الهندي به وضعه على القطعة المذكور
وقد كلفت هذه المنا نفع عليه في الحكومة لبعض وذاك في

وقت صفات ربوہا شدہ حارثہ صفات المقصص نجیب محمد الرشاد
العلی

کلیہ	اصل	صوت	استدعا المقصص صفات
ع	ع	ع	ع
ع	ع	ع	ع
ع	ع	ع	ع
ع	ع	ع	ع

فقطہ - فطوح و غیب



تاریخ تسلیم الامور نواری / 9/11/96

Fourth:- It is proved also that the Turkish Government had never laid hands on or interfered with the said land, and even the present Government ~~did~~ never did so before. The Court asked the respondent to prove the Government's possession of the land, but he failed to do so.

Fifth:- The Court relied on the fact that the witnesses were not attending the sale, and that all the witnesses who signed the deed are dead. This is refuted as all the witnesses witnessed to the sale and one of them testified that the registered owner confessed and agreed to the sale.

Sixth:- The Court's referring to Art.8 of the K_ushan regulations, is not legal, as this article refers to Art. 78 of the Land Code, which states clearly that everyone who had possessed land for ten years without dispute and whether he has a valid ~~xi~~ title-deed or not, he has right to acquire it. It is therefore illegal that the Court should base her judgment on Art.8.

Seventh:- The sale is valid, and the Court should admit its validity as miri and other taxes are being paid for the land.

Eighth:- I request that the above judgment be cancelled, ~~and~~ as prescription has already elapsed twice since my husband possessed the land, in accordance with Article 1663 of Medjelle & Art. 78 of the Land Code.

I request that copy of this petition be served on the respondent.

14/2/26.

(Sgd)Fahimeh bint Ramadan of Taibeh.

[Handwritten signature]
22/3/26

Translation.

President,
Court of Appeal,
Through Samaria Land Court,

Appellant:- Fahimeh bint Ramadan Ijmeil wife of Ahmad Ibn Abd Bal'out of Taibeh village, on behalf of the heirs of her husband Ahmad Bal'out.

Respondent:- Izzat Eff. Jaouny Registrar of Lands Tulkarem.

Statement of Appeal:- My husband Ahmad Bal'out had lodged a case, after obtaining a permission of the High Commissioner, against the respondent acting as attorney for the treasury, in respect of a plot of land known as Maris El Ballout of Taibeh village which was considered Mahlul owing to the death of its registered owner Mohamed Abu El Sabr without heirs.

On 18/1/26 my husband was advised that his above claim was dismissed and a judgment was issued against him; but owing to the fact that this judgment is against my rights, I appeal same to your Court within the legal period in my capacity as being the heir of my husband and on behalf of the other heirs, and beg to attache herewith a guarantee, requesting you to call upon the Defendant and issue a judgment cancelling the previous one and confirming my possession of the above plot of land, and that all costs and advocate wages be borne by the defendant.

Legal Proofs:-

First:- In order not to miss the legal period of appeal, I am prepared to obtain an Ilam of Succession and forward same to you.

Second:- The Deed of Sale shows that the deceased Mohamed Abu El Sabr, who is the registered owner, had sold his land 13 years before his death. This deed is dated 1313 Hejrieh and the land was considered Mahlul in 1332 Julian Calendar.

Third:- It is proved through the testomines that my husband was disposing of the land for the period of 13 years during the life-time of the registered owner, and for 40 years after his death, without any dispute and objection.

TLR.1/12/1.



Registrar of Lands,
Tulkarm,
18th, February, 1926.

D/Tul/71

Director of Lands,
Jerusalem.

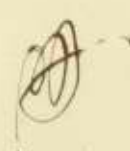
Subject:-State Domain Land-Tulkarm,
D/Tul.71.

I beg to submit herewith the attached papers served on me by the Land Court, Samaria, from which it appears that a certain Fahimeh Bint Ramadan Ijmeil has appealed the case in which the decision of Court was given in favour of the Government, in respect of the ownership of the above mentioned State Domain, please.


Registrar of Lands.

12







(PALESTINE)

SUMMONS TO PARTIES. (CIVIL ACTION)

اعلان الاخصام
(دعوى حقوقية)
(משפט אזרחי)

Court of Appeal - J'lem.

בית דין לערעורים - ירושלים.

בית המשפט

Department of Land Jerusalem.

אל
7

No. of action Land No. 22/1926

מספר הדעו

מספר המשפט

Names of Parties Fahimeh Bnt Ramadan Gamil wife of Ahmad Abdel Balut.

אנשי

שמות הצדדים

Take notice that the above action will be heard on Monday 10/5/1926 at 9 a.m.

10/5/1926 9 a.m.

נבזהק אן הדעו המבנה בעלה מתנظر פי يوم
نوديعك في المسפט المذكور لعل يبورر يوم
ويقتضي حضورك في اليوم المذكور
ودرئش שתודה נוכח ביום הזה

And that you are required to appear on that day.

Date 19.4.26

التاريخ
19.4.26

On

2

repaired to the residence of

and handed a copy of this Se

Handwritten signature and stamp: OPDA, 24/4/26

Entered in Diaries
Handwritten signature and date: 4/5/26

ואגלה صورة هذا الاعلان الى
امسور העתק מדועה זו

Process Server

المباشر
شمس بيد

Witness

الشهود
هديم

Person Summoned

المعلن اليه
مكبل الدعوة

Possession for 13 years during lifetime of
current owner —
and 40 years(?) after.

No possession of Turkish Govt.?
" " of Parent Govt.?

No witnesses to confirm sale

Art 8 Inst. Tabu Lands
" 78 Land Law.

Taxes paid ?

Land 22/26.

appel. Fahimat Bint Ramadan

Wife of Ahmad Adel Balut

Rigid plbf seems died

Where is Ham Succession?

plot Land "Maris el Balut" of Tairikh village

Mahlul after death
of registered owner

Mohd Abu Sabr without heirs.

Relying on deed of Sale from Registered owner
[Barani]! 13 years before death

Hejireh 1313

Declaration Mahlul in 1332.

No! it seems
Tammuz 1321.

Veal Mhd Fbn Mahmood abu Sabir
Ahmad,
Hssein
pur. Abdul Rahim } children of Hajj Abed
Balut.

S. And el Muhamin.
N. Dar Maunin
W. " "
E. " Aweida

Rajab 1313 -

No signature of Vendor -

Handwriting of Yusuf Tasteri
but in another case #1875
the same handwriting - Mhd El Hajj

N. V. 24 10/5/26

Court appeal.

I have raised formal objection.
Appellant has not yet served
on me copy Ilan Sharina
regard. his right of inheritance.

Court App.

Adj. Court
Ordering appellant
to serve on me Ilan.

MD.

Mr. Berdas

Obtain full copy of proceedings
and ^{justices} ~~from~~ ^{file} ~~MD.~~ ^{MD.}



SUMMONS TO PARTIES.
(CIVIL ACTION)

اعلان الاخضام הזמנה לצדדים.
(דעו חקונית) (משפט אזרחי)

Court of Appeal - Jerusalem.

מכה
בית דמשפט

To **Department of Lands - Jerusalem.**

אלי
7

No. of action **Land 22/1926.**

תורה הדעו
מספר המשפט

Names of Parties **Fahima bint Ramadan Jamil**

אנשי
שמות הצדדים

Take notice that the above action will be heard on **Tuesday 9.6.1926 at 9 a.m.**

9.6.1926 at 9 a.m.

נבלג אנ הדעו המינה גאלה מתנظر في يوم
نديعد بي המשפט הזוכר לעל יבורר ביום
ويقتضي حضورك في اليوم المذكور
ודרוש שתגיעה נוכח ביום הזה

And that you are required to appear on that day.

Date **12.5.1926**

التاريخ
12/5/26

On

3

repaired to the residence of

and handed a copy of this Summons to

It must be after
Tuesday 8.6.26.
or Wednesday 9.6.26. #

אנ פי يوم
ביום

انتقلت
באתי אני

אלי محل الاقامة
למקום מגורי של

ואעלה صورة هذا الاعلان الى
امسور העתק מדועה זו

Process Server

المباشر
שמש ביד

Witness

الشهود
העדים

Person Summoned

المعلن اليه
מקבל הדועה

TLE.1/12/1.

Registrar of Lands,
Tulkarm,
19th, November, 1925.



Director of Lands,
Jerusalem.

Subject:-Ahmed el Haj Abd Bal'ut
v. Government of Palestine
I/Tul/71.
Reference:Your I/Tul/71.

I beg to state that there is no possibility
of finding any personal evidence for the Government, in respect
of the above mentioned case.

*See report on file
I/Tul/70
J.S.*

Passant
Registrar of Lands.

5/10/1924

ارض فارس البلوط.

شبح عبد المنصور	}	سما
بورقي		سما
بورقي		سما
الحاج عبد بلعوط.		سما

to search in the registers the date of Registration } محمد ابو الصبر x
بي دارت.

محلولة ٥ تموز ١٣٤٤
قرار مجلس الادارة
نومبر ١٢٠

Contract of lease 15 October 1924 - to 15 October 1925.
to Muhammad Sliman El Baraness.

المدة: احمد الحاج عبد البلوط. Ahmad bin el Haj Abed Balgout.
المدة: حدود بموجب قول المدعى.

جنوبا: ارض المشتري - (مهر؟ احمد بن حاج عبد بلعوط).
شمالا: ارض دار منصور.
غربا: ارض دار منصور.
شرقا: ارض دار عولفة عويضة.

عبد البيع

100 piasters.

البائع: محمد بن محمد ابو صبر

1343.
Hyrick
اجب

المشتري: احمد بن محمد ابو صبر
اراد المصوم الحاج عبد بلعوط
عبد ارصير

1344
1343
360

100 100 100

100 100 100
100 100 100
100 100 100
100 100 100

to record in the
register the
date of registration

100 100 100
100 100 100

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D/Tul/71

Department of Lands

P.O.B. 356

Jerusalem

13th November 1925.

Registrar of Lands
Tulkarem.

Subject :- Ahmad el Haj Abd Bal'ut
V. Government of Palestine
D/Tul/71

Will you please inform me as soon
as possible whether there is any possibility of
finding evidence for the Government, in respect of
the above mentioned case.

M. A.

DIRECTOR OF LANDS

BF/MG.

Acquisitive Prescription - Long continued enjoyment
of a thing belonging to another or even of a right
of over the property of another -

to be distinguished from extinctive prescription
which merely destroys pre-existing rights,
~~the effect of each is often the same.~~

This in English law acquires the right of
the owner is barred after 12 years adverse
& enjoyment by another.

Acq. Prescription - } کتاب ۱۰۰
Extinctive Prescription }

100 minutes (100 minutes) - 100 minutes

100 minutes (100 minutes) - 100 minutes

100 minutes (100 minutes) - 100 minutes

100 minutes

100 minutes (100 minutes) - 100 minutes

100 minutes (100 minutes) - 100 minutes

100 minutes (100 minutes) - 100 minutes

100 minutes (100 minutes) - 100 minutes

100 minutes (100 minutes) - 100 minutes

100 minutes (100 minutes) - 100 minutes

السبب الذي تحريره والموجب استطرده هو عدم العلم بالحقائق التي اوتيناها.

[illegible]

وفاة
فصله
تاريخ
يوسف القسي

شهادت
البحر الحمر
البحر الحمر
البحر الحمر

دفعه اوله عین التوفیق ان التوفیق



$$\begin{array}{r} 15 \\ 45 \\ \hline 60 \end{array}$$

لفقه يس محمد بن كزيبه بن احمد
بوالعنه من صرح محمد بن احمد

الحمد لله الذي جعل في عباده من يحبهم الله ويحبهم الناس

۱۷۷۷

جہاد لڑوی

[illegible][illegible]

عزیز

$\frac{1818}{1818}$
 $\frac{1818}{1818}$
 $\frac{1818}{1818}$
 $\frac{1818}{1818}$

المورد الفانوسية

٧٦٩ ٧٧٤

الحمد لله الذي هدانا لهذا
الذي كنا لنهتدي لہ
والحمد لله الذي هدانا لهذا
الذي كنا لنهتدي لہ

الحب

Three small cards are shown, each with the text "H. J. Z.", "1 P.T.", and "E.E.F." printed on it. The first card has a handwritten "1" above it. The second card has a handwritten "2" above it. The third card has a handwritten "3" above it. There are also handwritten Arabic notes on the cards, including "الاول", "الثاني", and "الثالث".



استعداد
صورة

خفف في حقه كزبه لرايا من المخدم بصغره كماله انضى
بواله خفف حاكم على المخدم

المدي

عزابه الى 2 عبد بصره مديريه الصب الفوقانيه السابق للمخدم
عيسى اصف صامو فتيحي اخي للمخدم بالاضافه لوضيعة

المدي

الحكم على المدي عليه بالاضافه لوضيعة ملكه لخدمه بالخدمه
نوع الطب
المعروفه بالخدمه في البدره وجميعه من فتيحة المدي

نوع الطب

اصد بديره معوضه وشره بالخدمه في البدره الواقعة ضمنه اخي قريه
الصبه الفوقانيه المودره خبريا اصف المدي شماله اصفه رافعه
وغربا اصفه رافعه وشرقاً اصفه رافعه عوليه

الفتح المدي

سبب سجنه باسم عبد بن قسي فقيده بالام مملوكة بتاريخ ١٢٤١

صلى الله عليه وسلم

ان المدي احمد بن الجي 2 عبد بصره
لعمري انتم لا تعلمون ما كان يقول محمد بن محمود ابو الصب بصره قديمه
تاريخه قديمه تركي بتاريخ ١٢٤١ رجب ١٢٤١
وجه الجبوع وتلف بالدم طه كركوه بتاريخ الشراء قوله له
بدونه معاصيه ولا منازع والبيعه التخصيص على التخصيص

المدي

سبب التعلق

الذباب الثوبيه

بما ان المدي عليه ليعا فني بالدم المدي عليه تاريخا انما مملوكة
في كركوه بتلف الصبره صرا قديمه بمرحبات هذه الدعوى ومعه للمحكمة
والحكم عليه بالاضافه لوضيعة من مفاضي قريه ونفريه اكرم والتسايف
سما نايه قديمه تركي

نسيه الطب

نسيه الاربعه

الملك
H. J. 2
I. P. T.
E. E. F.
الملك
H. J. 2
I. P. T.
E. E. F.
الملك
H. J. 2
I. P. T.
E. E. F.



[Faint, illegible handwriting throughout the page, possibly bleed-through from the reverse side.]



17

משפט אזרחי

SUMMONS TO DEFENDANT.

דעווי חקויע

(Civil Action)

הודעה לנתבע

אילן מדעי עילי

Magistrate's Court, of

מחלקת ארצות ישראל
בית משפט השלום ב

אל
מחלקת ארצות ישראל

Take notice that you are required to appear as defendant at the above

Court on

בית משפט השלום ב
ביום

The Plaintiff

המדעי
התובע

Claims from you

בטאליק
תובע מספר ש

If you fail to appear judgment may be given against you by default and you will not be allowed to make opposition unless you prove that there was reasonable cause for your absence.

ואן תאלט נתנר דעווא בחקק גיאיקא ולא יקבל אעראצק אלא אדא אית אנ תחלקק קאן לעזר קווי

אם לא תבוא תשפט שלא בפניך ולא תהיה לך הרשות להגיש התנגדות על הפסק אם לא יוכח שהעדרך היה מפני סבה מספקת.



התאריך

התאריך

IMPORTANT.— If any alteration whatsoever is made in this form, that alteration **must** be initialled by the issuing officer.

תנייה מהם — אדא חדש אי תגיר עילי הדא אלאגודג ייג תוקיע אמצא, המאמר המעלי מנה הדא אלאמר עילי התגיר המדקור.

השוב — אם איזה שנוי נעשה על הפסק הזה שנוי זה צריך להיות חתום ע"י הסגן המוציא.

Land Registry Department.

Report of Survey and Enquiries on the ground.

File No. _____

Lot No. _____

Survey or Enquiry made by _____ on _____ 19

in the presence of _____

Particulars of Property as ascertained by survey or inspection:—

Village _____ Locality _____

Nature of Property _____ Category _____

Total extent _____ Uncultivable _____

Cultivated _____

Boundaries:— _____

Existing Registration	in the Tapou Register	No. _____ Date _____ Extent _____
		In name of _____ of _____
	In the Werko Register	Extent _____ Value _____
		In name of _____ of _____

Present Possesser _____

of _____

How and when acquired _____

Instructions of Registrar _____

Plan of the property to be attached or insered at back. Mukhtar's certificate to be supplied if the person in possession differs from the person registered by Tapou. One Mukhtar's certificate may be used to cover all lots surveyed or inquired into with proper reference to the several lots as numbered in these forms. Particulars of trees standing on the land should be given in all cases.

قائمة مفردات
صوره

لجنة من كلية الزراعة برئاسة الأستاذ المساعد الدكتور محمد
بدره عفيف حاكم علي طه كرم المحترم

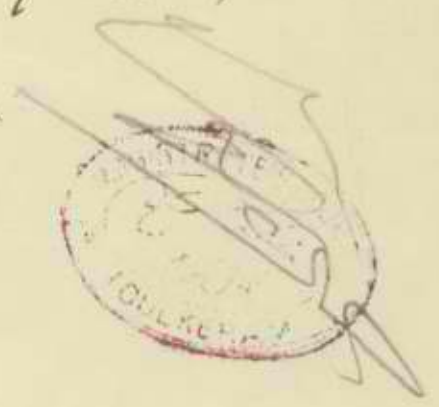
المدرسي احمد عبد الحليم عبد الباق
المدرسي علي عبد الفتاح محمود طه طه
المدرسي احمد ناصر الدويلا العاتق تقيي الطيب

عدد	اسم	صوره
٢	دكتور السيد	١
٢	مجهو بيع	١
٢	قائمة مفردات	١

٨ فقط شارة قطع وغيث

أعطت تبيع محضر السيد الدكتور وحققت الأستاذ من المحكمة

٢
H.J.Z. E.E.F.
H.J.Z. E.E.F.
H.J.Z. E.E.F.



GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this *28th* day of *October* one thousand nine hundred and twenty *four* between *His Excellency the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Ismahammud Sulaiman Basmis of Taybeh Foka - Tulkaum* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Maris Ballout* in the *lands* of *Taybeh Foka* in the Sub-District of *Tulkaum* and District of *Northem District* extending to an area of *Four* ~~dunoms~~ *dunoms* more or less and ~~more fully described in the schedule and plan attached hereto and in the Tabu Register of~~ *Tulkaum* Vol. *16* ~~registered~~ *Page.* *date* *Register of 5.7.1321.* for the period of *one year* from the *15th* day of *October* 192*4* to the *15th* day of *October* 192*5* (determinable nevertheless as hereinafter mentioned) at a rent of *six hundred* *millenium* payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

~~2. To pay in addition to the Tithe of $12\frac{1}{2}\%$, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of $12\frac{1}{2}\%$, a yearly rent of *six hundred rupees*.

(£E.0.6000/ann/ms.) by *one payment* ~~payments in advance~~ on or before the *28th day of October 1924* ~~day of each of the months~~ of ~~in every year, the first~~ of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of ~~per dunom~~ per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED. PAGE *2/11*

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

Herbert Samuel
HIGH COMMISSIONER.

Legh A. Clowes

Private Secretary

Signed by the Tenant
in the presence of



No:-T/200/1/53.

Director of Lands,
P.O.B.-356,
J E R U S A L E M.



Governorate,
Tul Karem,
Sub District.
11th. December, 1924.

Subject:-Lease of State Domains Property D/Tul/71.

Enclosed please find agreement in quadruplicate
in respect of above mentioned property passed for favour of
signature by His Excellency the High Commissioner.

TJG/FM.

Enclosures:-

David
F/District Officer,
T U L K A R E M .

Mr. Shepkins
See, you may ask
him, this is not
correct. some
as of Tul/70
15/12/24

D/Tul/71

January 2nd, 1925.

Registrar of Lands,
Nablus.

Subject:- State Domains-Tulkarem
D/Tul/71.

With further reference to para
3 of my letter No.D/Tul/26 of 29.11.24,
I shall be obliged if you will arrange
for the survey of the above property
and forward the plan to this office for
inclusion in my file.

DIRECTOR OF LANDS

AGA

D/Tul/71.

two.

5th February 1925.

District Officer,
Tulkarem.

Subject:- State Domains - Tulkarem.
D/Tul/71.

Reference:- Your T.200/1/53 dated
11.12.24.

I am returning herewith two copies in Arabic of agreement of lease in respect of the above property duly signed by His Excellency the High Commissioner.

I shall be obliged if you will hand the stamped copy to the tenant for his retention.

It was noted that the Tabu Registration was not properly filled in in the preamble. The words " in the schedule and plan attached hereto " should only be struck out in the preamble.

1000 1000 1000

KLH.

DIRECTOR OF LANDS.



דעו חקוקיע SUMMONS TO DEFENDANT. משפט אזרחי

(Civil Action)

הודעה לנתבע

אعلان מדעי عليه

Magistrate's Court of

محكمة صلح در: بنی استه و طومر

בית משפט השלום ב

To

الى مسجل المحاكم

Take notice that you are required to appear as defendant at the above

Court on

يقتضي حضورك للمحكمة المذكورة كمدعى عليه يوم السبت ١٠/١٢/٤٧

עליך לבוא לבית המשפט הנ"ל ביום

The Plaintiff

المدعي: محمد بن عبد الله بن محمد

התובע

Claims from you

يطالبك برفع دعوى

הובע ממך ש

If you fail to appear judgment may be given against you by default and you will not be allowed to make opposition unless you prove that there was reasonable cause for your absence.

وان تخلفت تنظر دعواه بحقت غياباً ولا يقبل اعتراضك الا اذا اثبت ان تخلفك كان لعذر قوي

אם לא תבוא תשפט שלא בפניך ולא תהיה לך הזכות להגיש התנגדות על הפסק אם לא יוכח שהעורך היה מפני סבה מספקת.

التاريخ

התאריך



IMPORTANT. — If any alteration whatsoever is made in this form, that alteration **must** be initialled by the issuing officer.

תביעה مهم — إذا حدث أي تغيير على هذا النموذج يجب توقيع امضاء الأمور المعطى منه هذا الامر على التغير المذكور.
חשוב — אם איזה שנוי נעשה על הטפס הזה, שנוי זה צריך להיות חתום ע"י הקצין המוציא.

الحمد لله رب العالمين
والصلاة والسلام على
سيدنا محمد وآله الطيبين
الطاهرين

المادة الأولى من مرسومه بالتحريم

حيث إنه بعد إعمال الفحص في كتابه ومطالعته يذكر اسم المدعى والمدعى عليه
في ذكره اسم المدعى عليه فقط بعينه مدعى عليه ومدعى عليه ولم يوضح
أيضا نوع الدعوى المطروحة لولا أنه لما كان في قوله مدعى عليه
بشيء ما هي الدعوى لذلك أعطيت في الشرح في البراءة
لفرض عدم عضد الجلب أو عدم عضد مؤجلا في العلم الطعنه
لأنه أولا أصل موضوعه وثانياً لم استلزم من دفعه الحادثة
فيه وبراءة الأرض في نفس محورها لذلك اقتضت النص مع

سجل المدعى
المدعى

حالة المدعى
المدعى

TLR/112



Registrar of Lands.
Tulkarem.
28-2-1925.

Director of Lands,
Jerusalem.

Subject:- State Domain W D Tul/71.
Reference:- Attached Summon to Defendent.

I beg to forward herewith a Summon served by Land Court, from which you will understand that Ahmed bin el-Haj Abed Balout, of Tybeh village is claiming the ownership of a plot of land (no more particular is mentioned in the summon).

In order to know if the plaintiff had an authority to bring an action against the Government in the Land Court, and to find out the registration of the land, I have applied to the president of the Land Court, Samaria to supply me with the necessary copies and papers presented in connection with the property, but the attached summon was returned with nothing and a day (11th March 1925) was fixed for hearing the action.

An enquiry was made, and I lately could find the registration of this property, which is registered under No. 16 of Mahlul Register and known as Mares el-Balout, situated at Taybeh Foka village.

I beg to point out the plaintiff, Ahmed bin el-Haj Abed Balout is not authorized to institute an action in the Land Court against the Government.

For your information and instruction, please.

Hassam
Registrar of Lands.

L 11

D/Tul/71.

3rd March 1925.

Registrar of Lands
Tulkarem

Subject:- State Domains -
Tulkarem D/Tul/71.
Reference:- Your TIR/1/12 of
28.2.25.

You are hereby authorised to appear in Court on the 11th instant and state that under Art.50 of the Palestine Order in Council, the Land Court cannot hear the action of the plaintiff unless the authority of the High Commissioner is obtained to sue the Government in this case.

I shall be obliged if you will let me have a report on this Property.


DIRECTOR OF LANDS.

MD/KLH

بسم الله الرحمن الرحيم

المعروض من مقدم السيد الحاج علي بن علي الفوقاني اود اقامه فيه لدى
مقره ان ارضي بانه من ضمنه قطعة ارض قايض اليوم الطائفة من ارضه في ارضه
الحكومة فيدتر في الطابو محولة لذلك استهم اعطاني رخصه باقامة ارضه وان مرزوم سـ

٩٤٥ / ٢ / ١١١

الحاج علي بن علي

الارض

copy.

District Officer

Tulkarum.

I wish to bring a case in The Land
Court, Nablus against the Government concerning
the land called Mari Baccout situated within
the lands of Taylul Village as the
Government registered it in The Land Office
as Mahlul.

May I please be permitted
to do so.

M. Ahmed Haj Baccout
of Taylul Village,

Handwritten text at the top of the page, possibly a title or header.

Handwritten text in the upper middle section, appearing to be a list or series of notes.

THE GOVERNMENT

Handwritten text in the middle section, possibly a list or series of notes.

Handwritten text in the middle section, possibly a list or series of notes.

Handwritten text in the lower middle section, possibly a list or series of notes.

Handwritten text in the lower middle section, possibly a list or series of notes.

Handwritten text in the lower section, possibly a list or series of notes.

Handwritten text at the bottom of the page, possibly a footer or concluding note.

No:-T/200/1/53.

Director of Lands,
P.O.B.356,
J E R U S A L E M .

Governorate,
Tul Karem,
Sub - District.

11th. March, 1925.

Subject:-State Domains - Tul Karem D/Tul/71.

With reference to my letter of even number
dated 8-12-1924 .

I forward herewith the attached claim in
respect of above mentioned State Domains property for necessary
action please.

TJG/FM.

Enclosures:-1

David
District Officer,
T U L K A R E M .

*Pending
Report for
R. Tulkeram
15/3/25*

Sub - Binder.

• 2307 • 11/11

1924-25

T U N A S S .
 District Officer,

1. Introduction

TLR/1/12//.

S. Sankhan
2005



Registrar of Lands,

Tulkarem,
2nd May, 1925.

Director of Lands,
Jerusalem.

Subject:-State Domain-Tulkarem, D/Tul/71.

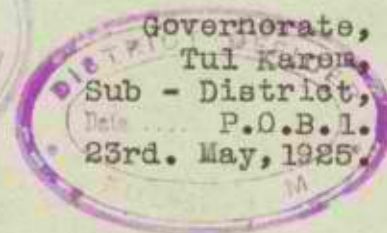
Reference:-Your D/Tul/71 of 3-3-25.

In compliance with the contents of your above quoted letter, I beg to inform you that on the 11th day of March, 1925, I appeared before the court and stated that under Art. 50 of the Palestine Order in Council, the Land Court cannot hear the action of the plaintiff unless the authority of the High Commissioner is obtained to sue the Government in this case, and in the meantime I asked the court to dismiss the action owing to the absence of the plaintiff on the court-day, and therefore was decided as such.

Maun
Registrar of Lands.

No: -T/200/1/53.

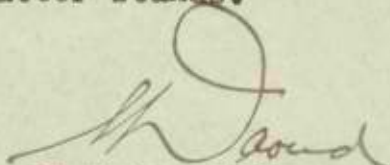
Director of Lands,
P.O.B.356,
J E R U S A L E M .



Subject: -State Domains - Tul Karem D/Tul/71.
Reference: -My T/200/1/53 of 11th. March, 1925.

Please let me know how this matter stands.

F.M.


District Officer,
T U L K A R E M .

Enclosures: -

182-25
11/17
Governor,
The State
and - District
...
Sgt. J. J. ...

Not-1/200/1/30.

Director of ...
...
...
...

Subject: State ...
Reference: 1/200/1/30 of ...

Please let me know how this matter stands.

Director ...
T. J. ...

E. J. ...

...

Copy.

Authority is hereby given to Ahmed Haj Ballout of Taybeh Foka to bring an action against the Government in the Land Courts with respect to the ownership of a plot of land known as "Maris El Ballout", at Taybeh Foka, Tulkarem sub-district.

Proceedings under this Authority must be instituted not later than one month from the date hereof.

(Sgd) Herbert Samuel.

HIGH COMMISSIONER.

9th June, 1925.

D/Tul/71.

P.O.B.356.

26th May 1925

Chief Secretary

Subject:- State Domains - Tulkarem.
D/Tul/71.

The enclosed application from Ahmed Haj. Ballout of Taybeh Foka asking for permission to bring an action against the Government in respect of a plot of land known as "Haris el Ballout" is forwarded for favour of His Excellency's approval to sue within one month.

2. There is no objection of the part of this Department to permission being given.

(Sgd.) J. W. STUBBS

DIRECTOR OF LANDS.

Copy to:- District Officer,
Tulkarem.
(Ref.T.200/1/58 of 11.3.25)

KLH.

Tel. Add. "HIGHCOMA, JERUSALEM"

Any reply should be addressed to
THE CHIEF SECRETARY,
GOVERNMENT OFFICES,
JERUSALEM.

and should quote

No. Adm. 31/420.

SECRETARIAT,
GOVERNMENT OFFICES,
JERUSALEM.



June, 1925.

Director of Lands.

Subject: State Domains -
Tulkarem D/Tul/71.

Reference: Your D/Tul/71 of
26th May, 1925.

I am directed to transmit
an authority over the signature
of His Excellency the High Com-
missioner for the institution of
an action against the Government
by Ahmed Haj Ballout of Taybeh
Foka.

A handwritten signature in dark ink, appearing to read "E. H. Ballout".
Chief Secretary.

D/Tul/71

11th June 1925.

District Officer,
Tulkarem.

Subject:- State Domains - Tulkarem.
D/Tul/71.

Reference:- Your T.200/1/53 of 11.3.25.

I beg to enclose herewith an authority,
in original, over the signature of His Excellency
the High Commissioner, for the bringing of an action
against Government by Ahmed Haj. Ballout of Taybeh
Village, in respect of the above property.

2. I shall be obliged if you will hand this
to the claimant immediately as action must be instituted
within one month of the date of the Authority, viz.
9th June 1925.

3. I also enclose a copy of this authority for
your retention.

(Sgd.) J. N. Stubbs

DIRECTOR OF LANDS.

Copy to:- Registrar of Lands
Tulkarem.

KLH.

Mr. Doukhan
To see *KLH.*
11.6.25

حكومة فلسطين

الاملاك الاميرية

اتفاق بشأن الاراضي الزراعية

قد تم الاتفاق في هذا اليوم ~~الثامن عشر~~ من شهر ~~شعبان~~ اول سنة الف وتسعمائة ~~ثمان~~ ^{بالمائة} ~~مستم~~ ^{مستم} بالنيابة عن حكومة فلسطين (المسمى فيما بعد الموءجر) فريق اول وبين ~~محمد البساط~~ ^{محمد البساط} من قرية طيبة الغرنا - خضار طولكرم وورثته والمحول اليهم المسمى فيما بعد المستأجر) فريق ثان على تأجير واستئجار قطعة من الارض المروقة ب ~~سرا~~ ^{سرا} ال ~~من قضاء~~ ^{من قضاء} ومساحتها

دوقا بالتقريب والموصوفة وصفاً تاماً في الجدول والخريطة المرفقة بهذا الاتفاق والمدينة في دفتر طالبو طولكرم ~~تاريخ~~ ^{تاريخ} المجلد ~~تاريخ~~ ^{تاريخ} لمدة سنة ~~تبتدى~~ ^{تبتدى} من اليوم ~~ان~~ ^{ان} من شهر ~~شعبان~~ ^{شعبان} سنة ١٩٢٤ وتنتهي في اليوم ~~الخامس عشر~~ ^{الخامس عشر} من شهر ~~شعبان~~ ^{شعبان} سنة ١٩٢٥ (على ان يجوز فسخه كما هو مذكور فيما بعد) بالاجار قدره — ~~بجرم~~ ^{بجرم} يدفع وفقاً لما هو مبين ادناه وقد تعهد المستأجر بموجب هذا

١١ ان يدفع الاجار بموجب الكيفية المذكورة ادناه
٢ ان يدفع علاوة على ~~١٢~~ ^{١٢} في المائة اجرة قدرها عشرة من محاصيل الارض المذكورة بحسب قيمتها المنخفضة ويجري هذا التخمين بنفس الكيفية التي يخمن فيها العشر المذكور ويدفع في نفس التاريخ وبنفس الكيفية ايضاً

٣ ان يدفع علاوة على العشر ~~١٢~~ ^{١٢} في المائة اجاراً سنوياً قدره — ج م وسماية مالياً في ~~صنعت~~ ^{صنعت} تدفع مقدماً في اقبل اليوم ~~ان~~ ^{ان} ~~مستم~~ ^{مستم} من كل سنة
٤ ان يحفظ خارج وداخل اية بناية مبنية او ستبنى على الارض المذكورة في حالة جيدة وقابلة للايجار وان يسلمها للموءجر بموجب هذا الشرط عند انتهاء او فسخ هذا الاتفاق

٥ ان يصون ويحفظ كافة المجاري والسواقي والاقنية والابواب في حالة جيدة وان يراعي نصوص قانون مكافحة الماريا

٦ ان يزرع الارض لقناعة الموءجر وان يدفع للموءجر اجاراً اضافياً قدره — للدونم الواحد من الارض الصالحة للزراعة وتبقى بدون زراعة خلال اي سنة من اجل الاجار وان يدفع هذا الاجار في نفس الوقت الذي تستوفي فيه الاعشار عن تلك الارض ويحدد هذا المقدار من قبل الموءجر

٧ ان لا يوءجر او يحول او يرهن او يتصرف بتلك الارض ما لم يحصل على موافقة الموءجر خطياً
٨ ان يدفع جميع ضرائب الحكومة والرسوم المحلية وان يخضع لكافة الاوامر والانظمة التي تسري على اي ملك من نوعه في نفس القضاء او ما يسري عليه من مثل ذلك في المستقبل

٨) ان لا يشيد اي بناء ولا يحدث تغييرات او زيادات في البناء الموجود في العقار المذكور ما لم يحصل اولاً على موافقة المودع كتابة وفي حالة اجرا تغييرات او زيادات كهذه فيلزم ان تكون وفقاً لخرائط ورسوم يصادق عليها المودع او لا وان تتم وفقاً لمرضاته ولا يكون المودع مسؤولاً عن اي مصاريف يتحملها المستأجر فيما يتعلق بتل هذه التصليحات او التعديرات كما وانه لا يكون مسؤولاً عن تعويض مثل هذه الخسائر عند انتهاء اجل الايجار

٩) ان يزبل اي بناء او تغيير احده في الارض بدون موافقة المودع اذا طالب الاخير منه ذلك عند انتهاء مدة الايجار وفسخه وان يعيد العقار الى حالته الاصلية

١٠) اذا قصر المستأجر عن دفع الايجار في اي مدة اثناء هذا الاتفاق او قصر عن القيام باحدى نصوص هذا الاتفاق فلمودع ان يستلم العقار المذكور ويعتبر هذا الاتفاق لغواً كأنه لم يكن بشرط ان:

١) لا يؤثر استلام العقار من قبل المودع على مسؤولية المستأجر لعدم قيامه باي تعهد بخصوص دفع الايجار او عدم مرافقته احدى شروط هذا الاتفاق التي يكون مسؤولاً عنها عند حصول مثل هذا الاستلام

٢) لا يستلم المودع العقار المذكور بناء على مخالفة المستأجر لاي شروط هذا الاتفاق الا في حالة عدم دفع الايجار وبعد ان يبلغ المستأجر اخطاراً بالمخالفة ويقصر الاخير عن القيام بنصوص ذلك الاخطار خلال شهر واحد من تاريخ التبليغ

١١) وعند انتهاء اجل الايجار المذكور اوفسخه ان يسلم المستأجر العقار وما فيه من الابنية الثابتة التي تخص المودع في حالة جيدة قابلة للتأجير مستأجر جديد

١٢) ان يسمح للمودع او من ينوب عنه بتفتيش العقار في اي الاوقات المشروعة وقد وافق المودع على ان: -
١) يحق للمستأجر ان يسقي الارض المذكورة بالماء الموجود فيها بشرط ان يراعي نصوص قانون مكافحة الملاريا وان يقدم جميع خرائط الاعمال الجديدة فيما يتعلق بالسقي التي يرغب القيام بها الى المودع غير انه لا يحق للمستأجر ان يمنع اي مجرى ماء يصب في الاراضي المجاورة التي كانت تستعمل تلك المياه حتى الان ما لم يحصل اولاً على موافقة المودع خطياً

٢) يحق للمستأجر بعد ان يدفع الايجار وبعد ان يقوم بالشروط الواردة بهذا الاتفاق ان يستعمل العقار خلال مدة الايجار بدون اي تدخل غير شرعي من قبله .
شروط خصوصية:

واشعاراً بهذا قد وضع كل من الفريقين يده على هذا الاتفاق في هذا اليوم الثاني والعشرون من شهر
ايارسنة ١٩٤٤



(sgd) Herbert Samuel

HIGH COMMISSIONER. توقيع المودع

(sgd) Legh A. Clowes
Private Secretary

توقيع المستأجر

محمود

D/Tul/71

21st November, 1924.

District Officer,
Tulkarem.

Subject : State Domains-
----- D/Tul/71.

Reference: Your T.200/1/53
----- of 18.11.24.

The acceptance of the last
bid of LE., 0.600m/ms in respect of
the above property is approved.

Kindly forward the agreement
in due course for H.E.'s signature.

DIRECTOR OF LANDS.

MCB/LY.

No:-T/200/1/53.

Director of Lands,
P.O.B., 356,
Jerusalem.

Governorate,
Tul Karem.
Sub - District.
18th, November, 1924.

Subject:- Lease of State Domain No. D/Tul/71.

Please note that the last bid for the
above property is 600m/ms.

This was accepted there being no higher
bid.

Passed for approval.

TJG/EL.
Enclosures;-

David
District Officer,
Tul Karem.

D/Tul/71.

1th October, 1924.

Sub-District Governor,
Tulkarem.

Subject : State Domains-Tulkarem.

D/Tul/71.

I shall be obliged if you will obtain from the Registrar of Lands and forward to this office a certified copy of the Tabou Registration in connection with the above property known as Maris El Ballout situated at Taybeh Zoka.

I am given to understand that this land is claimed and I shall be obliged if you will let me have full particulars of the claim. I also note that it has been cultivated by Osman Wekaly and you should immediately demand a rent or rental tithe in due from him.

RECEIVED
OCT 11 1924

PALESTINE GOVERNMENT

DIRECTOR OF LANDS.

MCB/LH.

D/Tul/71

P.O.Box 356,

July 31st, 1924.

Sub-District Governor,
Tulkarem.

Subject:- State Domains -
Tulkarem-property
No.D/Tul/71.

Is this property leased. If
not is there any intelligent reason
why?

Has anyone taken possession
of it for nothing?

JNS/AGA

DIRECTOR OF LANDS.

U.S. Box 150
July 21, 1944

WYOMING

U.S. District Court
Cheyenne, Wyoming

Subject - State of Wyoming
In re: [illegible]
No. 2, 1944

It is respectfully requested
that the Court set aside its
order of July 14, 1944, and
grant the following relief:
That the Court set aside its
order of July 14, 1944, and
grant the following relief:

THOMAS W. [illegible]
[illegible]

D/Tul/71

P.O.B.356,

September 8th, 1924.

Sub-District Governor,
Tulkarem.

Subject:- State Domains -

Tulkarem D/Tul/71

Reference: My letter of even
number dated 31.7.24

I shall be obliged for a reply

to my above quoted letter.

*Claimed.
It is being cultivated
by Asman Haskaly.
It will be put up
to auction on 15.9.24*

(Sgd.) M. C. BENNETT

AGA

DIRECTOR OF LANDS.

100.000.000

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(240) M. C. BENDLEY

100.000.000

here opening to note
No: -T/200/1/53.

noted
Director of Lands,
P.O.B., 356,
J E R U S A L E M .



Governorate,
Tul Karem,
Sub - District.

8th. December, 1924.

maB
Subject:-State Domains - Tul Karem D/Tul/71
Reference:-Your D/Tul/71 of 1-10-1924.

(1) Herewith an extract of the Tabu Registration
in respect of above mentioned property.

(2) No claim in writing has yet been lodged.

q As regards rent, please note that a Committee
was convened, P.T.70 was recommended to and approved by D.O. as rent
for last year. This amount was collected under R.V. 58 dated 6-12-1924.

Lr.
Folio number,
situation, name, area
boundaries correct -
pond with the attached.
TJG/FM.

Enclosures:-

David
F/District Officer,
T U L K A R E M .

• 1954 •

D/Tul/71.

10th December, 1924.

District Officer,
Tulkarem.

Subject: State Domains
----- D/Tul/71.

Reference: Your T.200/1/53
----- of 18.11.24.

I shall be much obliged
if you will kindly forward the
agreements in respect of the above
for submission to H.E. for his
signature, as soon as possible.

LY/LY.

DIRECTOR OF LANDS.

*Spec returned
H.E. signature*

